

Board of Public Works and Safety Meeting
Agenda
Wednesday, September 16, 2020 – 10:00 a.m.
Via Videoconference

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the September 2, 2020, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Opening for Golf Cart Paths – Brookshire; Bob Higgins, General Manager/Superintendent, Brookshire Golf Course**
- b. **Bid Opening for Auman Neighborhood Drainage Improvements Oswego Road and Shoshone Drive – Project No. 18-23; Jeremy Kashman, City Engineer**
- c. **Quote Opening for 2020 Trash Removal on US 31 and Keystone Parkway; Dave Huffman, Street Commissioner**

3. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-09-16-20-03; Legacy Amenity Center; Erosion Control; Falcon Nest II**
- b. **Resolution BPW-09-16-20-04; Nottingham Outlots; Erosion Control; Catalyst Construction**

4. CONTRACTS

- a. **Resolution BPW-09-16-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; PKS Construction, Inc; (\$76,000.00); Court Room Tennant Finish Relocation; Mayor James Brainard**
- b. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$86,000.00); Duke Energy – Storm Water Relocation; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; Yardberry Landscape Company; (\$73,700.00); Waterstone – Culvert Repair; Jeremy Kashman, City Engineer**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; Brookshire North – Lawnmower Race/Social Event; October 3, 2020; 8:00 a.m. – 10:00 p.m.; Bryan Patrick Ferry, Phone Club Music**
- b. **Request to Use Monon Square; Carmel Symphony Orchestra Drive IN Concert; October 24, 2020; 9:00 a.m. – 10:00 p.m.; Meg Gates Osborne, City of Carmel**
- c. **Request to Use Monon Square; Carmel Symphony Orchestra Drive IN Concert; November 28, 2020; 9:00 a.m. – 10:00 p.m.; Meg Gates Osborne, City of Carmel**
- d. **Request to Use Civic Square Gazebo; Wedding Ceremony; September 26, 2020; 2:00 p.m. – 4:00 p.m.; Melissa Farmer**

- e. **Request to Use Midtown Plaza; Holiday Movies in Midtown; November 7 – December 26, 2020; 12:00 p.m. – 8:00 p.m. (Every Saturday);** Kaylee Coffman, City of Carmel
- f. **Request to Acknowledge Approval to Use Paver Patio Outside of the Performing Arts Center; Wedding; September 6, 2020; 1:00 p.m. – 5:40 p.m.;** Kathy Ray, Hotel Carmichael
- g. **Request to Use Paver Patio Outside of the Performing Arts Center; Wedding; October 10, 2020; 12:00 p.m. – 5:30 p.m.;** Kathy Ray, Hotel Carmichael
- h. **Request to Use Midtown Plaza; Carmel Roundabout Week Celebration; September 21 - 22, 2020; 11:30 a.m. – 7:00 p.m.;** Kaylee Coffman, City of Carmel
- i. **Request to Hang Ornaments on Trees Around Carmel; IU Health North Hospital Days of Service Hope Tree Ornaments; September 7 – October 5;** Caitlin Vendely, Indiana University Health North Hospital

6. OTHER

- a. **Uniform Conflict of Interest Disclosure Statement;** Sue Finkam
- b. **Request for Waiver of BPW Resolution No. 04-28-17-01/Related Traffic Restrictions; 4148 East Main St./4293 East Main St./14121 Gray Road;** Stephen Carr, AT&T
- c. **Request for Open Pavement Cut; 111th & Illinois;** Armica Bash Gaspar, Vectren
- d. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; City Center Drive & Lexington Blvd;** Nicole Halbert, Duke Energy
- e. **Request for Street Cuts/Lane Restrictions; Various Locations;** Brian Busick, Lineal Contracting
- f. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; East 126th Street – Flowing Well Park;** Tom Wroblewski, IPL
- g. **Request for Alley Closure/Open Pavement Cut; 516 2nd Ave NE;** Zach Spitz, Elevation Excavation
- h. **Request for Alley Closure/Open Pavement Cut; 401 1st Ave NE;** Zach Spitz, Elevation Excavation
- i. **Request for Alley Closure/Open Pavement Cut; 120 1st Ave NW;** Zach Spitz, Elevation Excavation
- j. **Request for Right of Way Dedication; 101 4th Ave SE;** Jacob Bower, Skillman Corp.
- k. **Request for Stormwater Technical Standards Waiver; 116th Street & College Ave;** Matt Maple, HWC Engineering
- l. **Request for Secondary Plat; Carmel Medical Arts Pavillion;** Brad Schrage, Structurepoint
- m. **Resolution BPW-09-16-20-02; A Resolution Setting 2021 City and Participant Contribution Rates for the City of Carmel Employee Health Benefit Plan;** Barb Lamb, Director of Human Resources

7. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Agenda**
3 **Wednesday, September 2, 2020 – 10:00 a.m.**
4 **Via Videoconference**

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6 **MEETING CALLED TO ORDER**

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8 *Mayor Brainard called the meeting to order at 10:01 a.m.*

9
10 *This meeting took place via teleconference in conjunction with guidelines from Executive Orders from*
11 *the Governor of Indiana.*

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13 **MEMBERS PRESENT**

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15 *Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob*
16 *Quinn were present.*

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18 **MINUTES**

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20 *Minutes from the August 19, 2020, Regular Meeting were approved 3-0*

21
22 **BID/QUOTE OPENINGS AND AWARDS**

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24 **Quote Opening for Waterstone Subdivision Ponds Culvert Repairs;** Deputy Clerk Quinn opened
25 the bids and read them aloud:

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27 <u>Contractor</u>	<u>Quote</u>
28 Calumet	\$111,000.00
29 Yardberry Landscape	\$73,700.00
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31 **PERFORMANCE RELEASE APPROVAL REQUESTS**

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33 *Resolution BPW-09-02-20-01; Auman Addition; Erosion Control; Board Member Burke moved to*
34 *approve. Board Member Watson seconded. Request approved 3-0.*

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36 **CONTRACTS**

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38 *Request for Purchase of Goods and Services; College Avenue Design, LLC d/b/a Sweet Event*
39 *Planning; (\$5,000.00); Event Planning Services for Veteran's Day Ceremony; Board Member Burke*
40 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

41
42 *Request for Interlocal Agreement; Hamilton County Solid Waste Board; Agreement for Household*
43 *Hazardous Waste Collection; Board Member Burke moved to approve. Board Member Watson*
44 *seconded. Request approved 3-0.*
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Request for Purchase of Goods and Services; TargetSolutions Learning, LLC; (\$21,446.00); Amendment to Agreement for Professional Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-09-02-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Malinowski Consulting, Inc; Preparation of Claims for Fuel Tax Refund; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Otis Elevator Co.; (\$190.00 per month); Maintenance Management; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Smock Fansler; (\$194,798.42); Gray Road RAB Landscaping – Project 16-ENG-16, 54 & 55; CO #5; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Monon Square Parking Lot; Drive-In Actors Theatre of Indiana Show; 9/18, 10/23, and 11/27, 2020; 9:00 a.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use City Hall Parking Lot; Bicycle Donations for Freewheelin Community Bikes; September 19, 2020; 11:30 a.m. – 4:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Sophia Square; Carmel High School Girls Soccer Team Viewing Party for Sectional Draw; September 27, 2020; 6:00 p.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Carter Green/Adjacent Drives and Sidewalks/James Building and Veterans Way Parking Structures/Area on South Lawn of the Veteran's Memorial/Parking Spaces; Carmel Farmers Market Extension; Every Saturday October 2 - 31, 2020; 6:00 a.m. – 1:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Acknowledge Approval to Close City Center West Parking Lot; Hotel Carmichael Opening/Ribbon Cutting; August 27, 2020; 7:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Civic Square Gazebo; Performance by M3 Theatre Camp; October 17, 2020; 12:00 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Civic Square Gazebo; Pop-Up Woodwind Ensembles; 8/23 (Acknowledge Approval), 9/8 (5:00 p.m. – 8:30 p.m.), 9/15 (5:00 p.m. – 8:30 p.m.), 9/27 (5:00 p.m. – 8:00 p.m.), 10/4 (5:00 p.m. – 8:00 p.m.), 2020; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Civic Square Gazebo; Luncheon Celebration; October 6, 2020; 10:00 a.m. – 2:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets; Block Party to Present Bard Fest; September 11, 2020; 6:00 p.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Request for Waiver of BPW Resolution No. 04-28-18-01/Small Cell Installation and Related Traffic Restrictions; 13957 Gray Road/4851 West Main St./12594 Gray Road/11914 Gray Road/3704 E. 116th St.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Open Pavement Cut; 1101 Rohrer Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Open Pavement Cut; 10100 Shelborne Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Open Pavement Cut; 106 West Carmel Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane & Sidewalk Closure; 701 City Center Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; Springmill & Illinois; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Open Pavement Cut/Street Closure; 11580 N. College Ave; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Right of Way Dedication; Nottingham Way/Redd Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 3310 Spruce Wood Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 3310 Spruce Wood Court; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Replat; Three Forks Preserve; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

PUBLIC HEARING

Lease Agreement for the Premises Located at 481 Gradle Drive, Suite 100, Carmel, Indiana 46032; Location to be Used for the Carmel City Court; Maor Brainard opened the public hearing at 10:10.

143 *No commetns were submitted from the public. Mayor Brainard closed the public hearing at 10:11.*
144 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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147 **ADD-ON**

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149 *Board Member Burke moved to add-on request for Resolution BPW-09-02-20-03; A Resolution of the*
150 *City of Carmel Board of Public Works and Safety Acknowledging Requesting the Financing,*
151 *Construction, and Dedication of Certain Infrastructure or Other Impact Zone Improvements in Lieu of*
152 *and as a Credit Against the Payment of Parks and Recreation Impact Fees (“PRIF”) and Approving*
153 *PRIF Credit Agreement. Board Member Watson seconded. Motion approved 3-0. Board Member Burke*
154 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

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156 **ADJOURNMENT**

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158 *Mayor Brainard adjourned the meeting at 10:15 a.m.*

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165 *Approved*

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170 ***ATTEST:***

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174 *Sue Wolfgang – City Clerk*

175

Sue Wolfgang – City Clerk

Mayor James Brainard

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: September 9, 2020

Resolution No: BPW-09-16-20-03

From: CITY ENGINEER

Principal: **FALCON NEST II, LLC**

Surety: **STAR FINANCIAL BANK**

Board Members:

I have conducted final inspection at **LEGACY AMENITY CENTER** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
	MASTER LOC 16785959	


EROSION CONTROL	\$11,050.00
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The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
EROSION CONTROL	\$1,105.00

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 16TH day of September, 2020, that the listed Performance Guarantee for the **LEGACY AMENITY CENTER** as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)

(Member)

Board of Public Works and Safety

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: September 9, 2020

Resolution No: BFW-09-16-20-04

From: CITY ENGINEER

Principal: CATALYST CONSTRUCTION MANAGEMENT, INC.

Surety: CINCINNATI INSURANCE COMPANY

Board Members:

I have conducted final inspection at NOTTINGHAM OUTLOTS for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
EROSION CONTROL	B0371033	\$45,535.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
EROSION CONTROL	\$4,553.50

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 16TH day of September, 2020, that the listed Performance Guarantee for the NOTTINGHAM OUTLOTS as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

RESOLUTION NO. BPW 09-16-20-01

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City") and PKS Construction, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1205 43-590.16 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Seventy Six Thousand Six Hundred Dollars (\$76,600.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. **GOVERNMENT COMPLIANCE:**

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. **NONDISCRIMINATION:**

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. **E-VERIFY:**

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. **NO IMPLIED WAIVER:**

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. **NON-ASSIGNMENT:**

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. **RELATIONSHIP OF PARTIES:**

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. **GOVERNING LAW; LAWSUITS:**

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. **SEVERABILITY:**

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. **NOTICE:**

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
If to Vendor:	PKS Construction 450 South Ritter Ave, Suite A Indianapolis, IN 46219		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. **TERMINATION:**

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

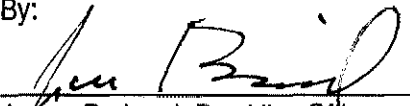
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

PKS CONSTRUCTION, INC.

by and through its Board of Public
Works and Safety

By:


James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

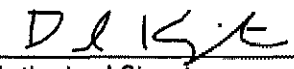
Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:


Authorized Signature

David Kojetin

Printed Name

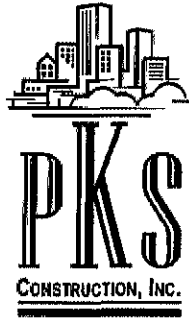
Corporate Secretary

Title

FID/TIN: 20-4880827

Last Four of SSN if Sole Proprietor: N/A

Date: 9/1/2020



*Certified Minority and Women
Owned Business Enterprise*

PKS Construction Inc.
450 South Ritter Ave, Suite A
Indianapolis, IN 46219
(p) 317-354-1070
(f) 317-354-1237
(cell) 317-294-8909

July 31, 2020

To: City of Carmel – ATTN: Clayton Bell

Re: Carmel Court Room Tennant Finish Relocation

We are pleased to provide the following quote for the Carmel Court Tennant Finish work at 485 Gradle Drive per the below scope of work:

Scope of work:

1. Remove existing sound carpet on walls and fake brick on sign board; provide finished drywall over these areas.
2. Remove existing exposed Overhead Door tracks.
3. Infill (6) window openings with drywall.
4. Remove wood cubbies and install new and infill existing openings as drawn.
5. Install new 9' and low walls as drawn including steel post support where necessary.
6. Install (6) new Hollow Metal knock-down frames, Hollow Metal doors with hinges and locksets.
7. Add glass to (1) existing opening 3'-10" x 3'-9".
8. Transaction window with bullet resistant glass and Kevlar layer up to 4' high inside existing wall in (1) Office. I have included (2) 4'x8' sheets of Kevlar.
9. Paint new/existing walls, door frames, and doors.
10. Work to be completed during normal business hours.

Exclusions: Floor coverings, Bullet-proof protection in new walls, ceiling painting, Electrical, Data, Access Control Hardware or Integration, Sprinklers, Fire Alarm, Firestopping, Furniture, Allowances, Permits, or Bonds.

Base Bid: Seventy-Six Thousand Six Hundred Dollars \$76,600

ADD \$7,062 to provide and install millwork including: 1-1/2" x 6" red oak wall cap on walls less than 4' tall and (3) Corian Countertops at Judges Bench. Priced with Corian Group 6.

David Kojetin
Project Manager

EXHIBIT A

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/ Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
------------------------	-------------

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

AFFIDAVIT

David Kojetin, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by PKS Constuction, Inc. (the "Employer")
in the position of Project Manager/Corporate Secretary.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 1st day of September, 2020.

DLK

Printed: David Kojetin

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Cathy Jean Hagen 9/1/2020

Printed: Cathy Jean Hagen



City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104240

THIS NUMBER MUST APPEAR ON INVOICES, AP
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
8/28/2020			366289	

P K S CONSTRUCTION INC
VENDOR 450 S RITTER AVE SUITE 1A

General Administration
SHIP TO 1 Civic Square
Carmel, IN 46032-

INDIANAPOLIS, IN 46219 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49403				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1205 Fund: 101 General Fund

Account: 43-590.16

1 Each

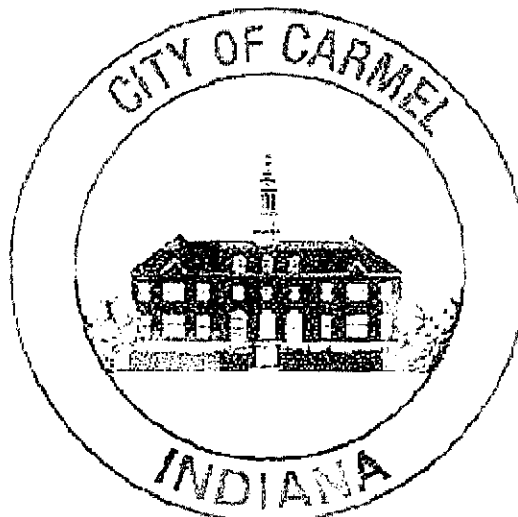
Court Room Tennant Finish Relocation

\$76,600.00

\$76,600.00

Sub Total

\$76,600.00



Send Invoice To:
Dept of Administration

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$76,600.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

* AP VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

James Crider

James Crider
Director of Administration

James Crider

James Crider
Director of Administration

CONTROL NO. 104240

CrossRoad Engineers, P.C.
Engineering Department - 2020
Appropriation # 2200 43-509.00 Fund 250 Storm Water; P.O. #104130
Contract Not To Exceed \$86,000.00

APPROVED
By Jon Oberlander at 9:19 am, Sep 09, 2020

ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated February 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

CrossRoad Engineers, P.C.

By:

Authorized Signature

Printed Name

Title

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: _____

Date: July 20, 2020



March 2, 2020

Mr. Jeremy Kashman, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: Duke Energy – Storm Sewer Relocation
136th Street and Range Line Road
Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you and Duke Energy, and our current knowledge of the project area, we have prepared this scope and fee proposal for your review. It is understood that this project will be locally funded through the City of Carmel Engineering Department.

The following information has been prepared and is included herein:

- I. Project Description
- II. Scope of Professional Services
- III. Proposed Fees

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC



Trent E. Newport, P. E.
President

Exhibit A

Duke Energy – Storm Sewer Relocation

CrossRoad Engineers, PC

I. PROJECT DESCRIPTION

This project involves relocating a portion of the existing 42"/48" RCP Morrow-Follett Hamilton County legal drain at the northwest corner of 136th Street and Range Line Road that currently extends across the Duke Energy substation property. In order to allow the ability to expand and upgrade the substation in the future, Duke Energy has requested that the City of Carmel relocate this portion of the legal drain outside of the limits of the substation. Also included within the project will be the necessary repairs to southbound Range Line Road and the existing improvements behind the curb. Significant utility coordination and conflict resolution will be necessary to determine the most cost-effective alignment for the storm sewer relocation and to minimize any utility relocation efforts.

Included in this proposal is a description of the engineering services necessary for the complete development of the proposed relocation project. These services include topographic survey, storm sewer and road repair design and construction plans, utility coordination, and permit applications and bidding phase.

II. SCOPE OF PROFESSIONAL SERVICES

1. Topographic Survey

Topographic survey will be necessary at the northwest corner of 136th Street and Range Line Road. The survey limits will extend from the west center curb of Range Line Road to the fence of the Duke Energy substation from 10th Street NW approach south around the NW quad of the roundabout to the substation drive approach on 136th Street. We will work to tie into the horizontal and vertical control of the recent Range Line Road from 136th Street to US 31 project. Property lines and R/W will be shown based on receiving AutoCAD files of the previous Range Line Road project. No property research or deed analysis is included in this scope.

2. Storm Sewer Relocation and Street Repair Design

Design and construction plans for storm sewer relocation and street repair will be prepared in accordance with City of Carmel and Hamilton County Surveyor's Office stormwater standards, guidelines and directions, and INDOT standards and specifications, when applicable. It is anticipated that design of the storm sewer relocation will be based on an in-kind replacement with same size and pipe material, and will maximize pipe capacity based on existing upstream and downstream pipe inverts. CrossRoad Engineers will coordinate with City of Carmel Engineering and Hamilton County Surveyors Office during the design of the project.

As there will be no new flows added to the storm sewer system as part of this project, and as the intent of the project is solely for relocation and not to enhance or upgrade the system, hydrologic and hydraulic stormwater modeling is not included in this scope. Any necessary stormwater modeling calculations that may be necessary during the permitting process will require a supplemental scope and fee proposal.

CrossRoad Engineers will submit plans to the City Engineer and Duke Energy for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

3. Utility Coordination

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will send initial verification notice to each of the utility companies and will identify potential conflicts. We will evaluate each of the potential conflicts and will determine alignment of proposed storm sewer to minimize conflicts and project costs. CRE will facilitate a Preliminary Field Check meeting based on the design schedule above. We will coordinate with the City of Carmel and Duke Energy for any potential utility relocations that may be necessary, and then review the relocation plans prepared by the individual utility companies. We will review any reimbursable claims by the utility companies and coordinate as necessary. This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

4. Permitting and Bidding Phase

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

The project will likely result in disturbance of less than one acre of land; therefore, it is anticipated that an IDEM Rule 5 permit will not be required. Although no IDEM Rule 5 permit will be required, we will submit pre and post-construction SWPPP documents to Hamilton County Soils and Water for notification of the project. The existing storm sewer is a part of the Hamilton County Morrow-Follett regulated drain, so a Hamilton County Drainage Board and HCSO Relocation/Reconstruction Petition and a Non-Enforcement Application will be required.

5. Construction Inspection

Following the Owner's award of the project, a CrossRoad Engineers representative will attend and prepare an agenda and minutes for a pre-construction meeting with the selected contractor. CrossRoad Engineers will then perform Construction Inspection services through the construction of the project. These management efforts are anticipated to include: facilitate bi-weekly progress meetings and associated meeting agendas and minutes; review shop drawings from the contractor; coordination with any necessary utility relocations; on-call conflict resolution and field change approval; review of change orders; processing of pay estimates; and daily site inspections to verify conformance. During the construction of the project, we have budgeted an average of 20 hours per week (based on an estimated construction duration of 8 weeks) for the Resident Project Representative for construction inspection. CrossRoad Engineers will also assist with final walk-thru and punch lists, and complete project closeout documentation, including the preparation and review of as-built drawings. Construction Inspection services will be provided on an hourly basis, at the rates included in Attachment "B", with a budgeted amount listed in Section III - Proposed Fees.

III. PROPOSED FEES

TASK DESCRIPTION	PROPOSED FEE
1. Topographic Survey	\$5,000
2. Storm Sewer Relocation and Street Repair Design	\$34,000
3. Utility Coordination	\$7,500
4. Permitting and Bidding Phase	\$9,500
5. Construction Inspection (Hourly - Budget Cost Only)	\$30,000
CONTRACT TOTAL	\$86,000

ATTACHMENT "B" HOURLY BILLING RATES



PERSONNEL CLASSIFICATION	HOURLY RATE
--------------------------	-------------

DESIGN

Director	\$ 160.00
Senior Project Manager	140.00
Project Manager	120.00
Project Engineer	105.00
Assistant Project Engineer	90.00
CADD Manager	105.00
CADD Technician	90.00
Assistant CADD Technician	75.00
R/W Manager	155.00
R/W Appraiser	155.00
R/W Buyer	155.00

INSPECTION

Director	\$ 160.00
Resident Project Representative	125.00
Asst Resident Project Representative	115.00
Project Inspector	105.00
Assistant Project Inspector	85.00

SURVEY

Survey Manager	\$ 130.00
Assistant Survey Manager	95.00
Survey Crew - 1 Man	115.00
Crew Chief	95.00
Field Man	70.00
Researcher	85.00
Survey Technician	90.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

CROSSROAD ENGINEERS, PC

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104130

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO	DESCRIPTION
7/14/2020			068025	20-SW-11 Duke Energy - Carmel 69 Substation Re-Route (Design/Inspection)
CROSSROAD ENGINEERS, PC VENDOR 3417 S SHERMAN DR BEECH GROVE, IN 46107 -			City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	
48209				
QUANTITY	UNIT OF MEASURE	DESCRIPTION		EXTENSION

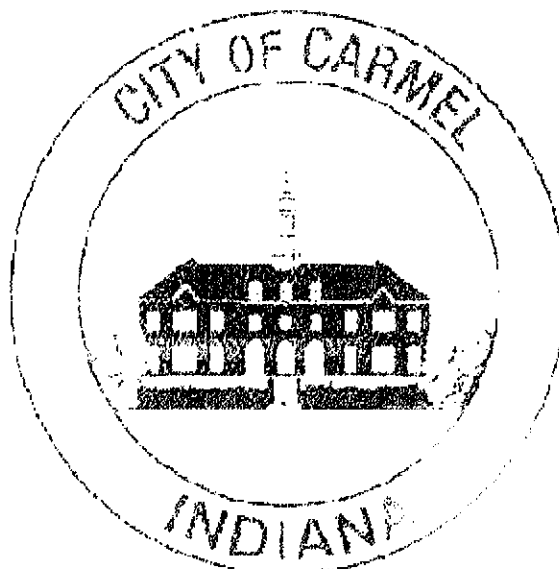
Department: 2200 Fund: 250 Storm Water

Account: 43-509.00

1 Each

Duke Energy - Storm Sewer Relocation

\$86,000.00	\$86,000.00
Sub Total	\$86,000.00



Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID

*C O D SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$86,000.00

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. 104130

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Yardberry Landscape Company, an entity duly authorized to do business in the State of Indiana ("Vendor").

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

Douglas C. Haney,
Corporation Counsel
Department of Law
One Civic Square
Carmel, Indiana 46032

If to Vendor: Yardberry Landscape Company
9940 South 1000 West
Anderson, Indiana 46017

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

27. IC 5-16-13.

The provisions of IC 5-16-13 are hereby incorporated into this Agreement by reference.

28. DEBARMENT AND SUSPENSION

28.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

28.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

29. IRAN CERTIFICATION.

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Yardberry Landscape Company

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date:

Authorized Signature

Timothy Yarberry

Printed Name

Mary Ann Burke, Member

Date:

Owner

Title

Lori S. Watson, Member

Date:

FID/TIN: 35-1817574

Last Four of SSN if Sole Proprietor:

ATTEST:

Date: 9/9/20

Sue Wolfgang, Clerk

Date:

QUOTE TOTAL FOR
Waterstone Subdivision Ponds Culvert Repairs

	Quotes
Waterstone Subdivision Ponds Culvert Repairs Base Quote	55,700
Waterstone Subdivision Ponds Culvert Repairs Alternate Quote	18,000
Waterstone Subdivision Ponds Culvert Repairs Total Quote	73,700

Company Name Varlberry Landscape Excavating Co.

THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.

Exhibit

A
1 of 5

NOTICE FOR QUOTES
City of Carmel, Indiana

Department: Carmel Engineering Department
One Civic Square
Carmel, IN 46032

Project: Waterstone Subdivision Ponds Culvert Repairs

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana will receive sealed quotes for the above described "Project" at Carmel City Hall, Front Desk Attn: City Clerk, One Civic Square, Carmel, Indiana until 9:45 EST and in the Council Chambers at the same address between the hours of 9:45 a.m. and 10:00 a.m. EST on or before *September 2, 2020*, and commencing as soon as practicable thereafter on the same date such quotes will be publicly opened and read aloud in the Council Chambers of City Hall.

**Board of Public Works and Safety
Council Chambers
1 Civic Square
Carmel, IN 46032**

No late quotes will be accepted.

All quotes are to be sealed with the words "**Waterstone Subdivision Ponds Culvert Repairs**" on the lower lefthand corner of the envelope. The bid documents shall be single sided and bound with a binder clip. No staples or other binding types shall be used.

The specifications are attached and set forth in detailed documents on file at the Carmel Engineering Department, One Civic Square, Carmel, IN 46032.

Questions regarding this solicitation must be written and delivered to the Carmel Engineering Department via email to the attention of Chris Ogg (ogg@cityofcarmel.in.gov). All responses will be written and made available with the specifications at the Engineering Department and distributed to the potential quoters invited to quote the project. Please email the Engineering Department at the aforementioned email address to confirm whether or not any such written questions and/or responses exist.

The Carmel Street Department reserves the right to reject any and all quotes.

Jeremy Kashman, Director of Engineering

Exhibit A
2015

PART I
QUOTER INFORMATION
(Print)

- 1.1 Quoter Name: Yardberry Landscape Excavating Co
- 1.2 Quoter Address: Street Address: 9940 S 1000 W
City: Anderson State: IN Zip: 46017
Phone: 765-378-5783 Fax: 765-378-0376
- 1.3 Quoter is *an* [mark one]
☐ Individual ☐ Partnership ☒ Indiana Corporation
☐ Foreign (Out of State) Corporation; State: _____
☐ Joint Venture ☐ Other _____

- 1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Carmel, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]*

1. Corporation Name: Yardberry Landscape Co.
2. Address: Same as above
3. Date registered with State of Indiana: 11/1/79
4. Indiana Registered Agent:
Name: _____
Address: _____

PART 2
QUOTE PROPOSAL

2.1 Quote

The undersigned Quoter proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total (Base Bid plus Alternate Bid) seventy three thousand, seven hundred Dollars (\$73,700). The Quoter acknowledges that evaluation of the lowest Quote shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Quote evaluation and Contract award, and are not to be construed as exact or binding. The Quoter further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

PART 3
CONTRACT ITEMS AND UNIT PRICES

*[This Part to be used only for Bidding on
Unit Price Contracts for the Contract Items shown]*

BASE QUOTE ITEMS

Item #	Pay Item	Quantity	Unit	Unit Price	Extension
1	Structure 127 Repair	1	LSUM	4500	4500
2	Structure 133 Repair	1	LSUM	4500	4500
3	Structure 114 Repair	1	LSUM	4500	4500
4	Structure 103 Repair	1	LSUM	5000	5000
5	Structure 128 Repair	1	LSUM	5500	5500
6	Structure 111 Repair	1	LSUM	5700	5700
7	Structure 115 Repair	1	LSUM	6000	6000
8	Structure 119 Repair	1	LSUM	5500	5500
9	Structure 150 Repair	1	LSUM	5000	5000
10	Structure 159 Repair	1	LSUM	5000	5000
11	Structure 174 Repair	1	LSUM	4500	4500
Total =					55,700

ALTERNATE QUOTE ITEMS

Item #	Pay Item	Quantity	Unit	Unit Price	Extension
12	Structure 109 Repair	1	LSUM	4500	4500
13	Structure 108 Repair	1	LSUM	4500	4500
14	Structure 101 Repair	1	LSUM	4500	4500
15	Structure 104 Repair	1	LSUM	4500	4500
Total =					18,000

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/ Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/ Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
-------------------------------	--------------------

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
---	------------------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

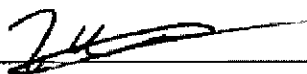
AFFIDAVIT

Timothy Yarberry, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

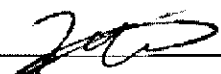
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Yarberry Landscape Excavating (the "Employer") in the position of CEO.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 9 day of September, 2020


Printed: Timothy Yarberry

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.


Printed: Timothy Yarberry

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104253

THIS NUMBER MUST APPEAR ON INVOICES, AP
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
9/2/2020			356231	20-10 Waterstone Subdivision Ponds Culvert Repair

YARDBERRY LANDSCAPING & EXCAVATING

VENDOR 9940 SOUTH 100 WEST

City Engineering's Office

SHIP TO 1 Civic Square

Carmel, IN 46032-

ANDERSON, IN 46017 -

Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49520				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 250 Storm Water

Account: 43-509.00

1 Each

Waterstone - Culvert Repair

\$73,700.00

\$73,700.00

Sub Total

\$73,700.00

Send Invoice To:

City Engineering's Office

Laurie Slick

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID

*NO C.O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

*IT IS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 36, ACT 134

AND ANY AMENDMENT THEREOF AND SUPPLEMENT THEREIN

PAYMENT

\$73,700.00

*AP VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
OFF DAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman

TITLE

Director

CONTROLLER

James Crider

Director of Administration

CONTROL NO 104253



CITY OF CARMEL REVIEWED VIA EMAIL

JACOB 9/9
BPW 9/6

CRED D'onnor 8-31-20
CFD Sutton OK 8-28-20
CPD Keith OK 8-26-20
ENG NA

INFORMATION

Sent 8-26 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Bryan Patrick Ferry

Email: bryanferry33@me.com

Phone Number: 3175699969

Cell Number: 3175699969

Address: Street Address
12902 andover dr
Address Line 2
City: carmel State / Province / Region: IN
Postal / Zip Code: 46033 Country: United States

Name/Organization: Phone Club Music

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
☒ Yes
☐ No

→ Event/Use Purpose: Brookshire North – lawnmower race/ social event

→ Event Date: 10/3/2020 End Date: 10/3/2020

Number of People Expected: 60

Set-Up Start time: 08:00:00 AM

Tear Down End Time: 10:00:00 PM

Social Distance Plan

- MASKS to be worn
- hand sanitizing stations
- 6 foot distance between contestants / family groups

Event Start time:
10:00:00 AM

Event end time:
10:00:00 PM

Rehearsal ☐ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☒ NO

Description of Event:

Provide a brief description of event

10th annual Brookshire 500 neighborhood social event were we close Andover dr.
and have (non-modified) lawnmower race and fund raiser for local charities.

Attach additional pages if needed-SEE BELOW

Attach additional pages if needed-SEE BELOW

Brookshire 500 course map.jpg

313.95KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available
for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
☐ FOOD SERVED
☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
☐ TRAFFIC CONTROL
☐ ONSITE SECURITY
☒ BARRICADES
☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
☐ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

the race is on Andover drive starting near 12902 Andover. see attached map.
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Brookshire 500 course map.jpg

313.95KB

- Type of Closure:
- ☐ Rolling closure
 - ☒ Total closure
 - ☐ Lane restrictions - explain below
 - ☐ Other - explain below
 - ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure we usually borrow 30 traffic cones and 4 tall cones from the street department ahead of time.

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at www.govpaynow.com PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.



4 min
0.2 mile

Andover Dr

12860 Andover Dr

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Brookshire North HOA
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Bryan Ferry, VP
Printed Name and Title (if applicable)

12902 andover dr Carmel IN 46033
Address of Organization/Applicant

8/26/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 8/26
BPW 9/2

CRED OK O'Connor / Heck & distancing + CDC
CFD OK Sutton guidelines
CPD OK Keith
ENG NA

INFORMATION

(only if needed for street use)

Sent 8/7

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Gates Osborne

Email Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 317--590-7522

Address
Street Address
760 3rd Ave SW Suite 102
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country
United States

→ Name/Organization: Carmel Symphony Orchestra

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

→ Event/Use Purpose: Carmel Symphony Orchestra Drive IN Concert

With additional special guest - Jennie DeVoe to be confirmed at Monon Square

→ Event Date

10/24/2020

End Date

10/24/2020

Number of People Expected: 250

Set-Up Start time 09:00:00 AM

Tear Down End Time 10:00:00 PM

Event Start time:
07:00:00 PM

Event end time:
08:30:00 PM

Rehearsal

☐ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Carmel Symphony Orchestra Drive IN Concert

\$40 a vehicle

Facemasks and 6 ft social distancing between cars required

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☒ Other Monon Square

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☒ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☒ TRAFFIC CONTROL
- ☒ ONSITE SECURITY
- ☒ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed
150

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

City of Carmel Stage
Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.
Monon Square Aerial 1b.pdf 528.53KB

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☒ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure Range Line Entrance to Monon Square

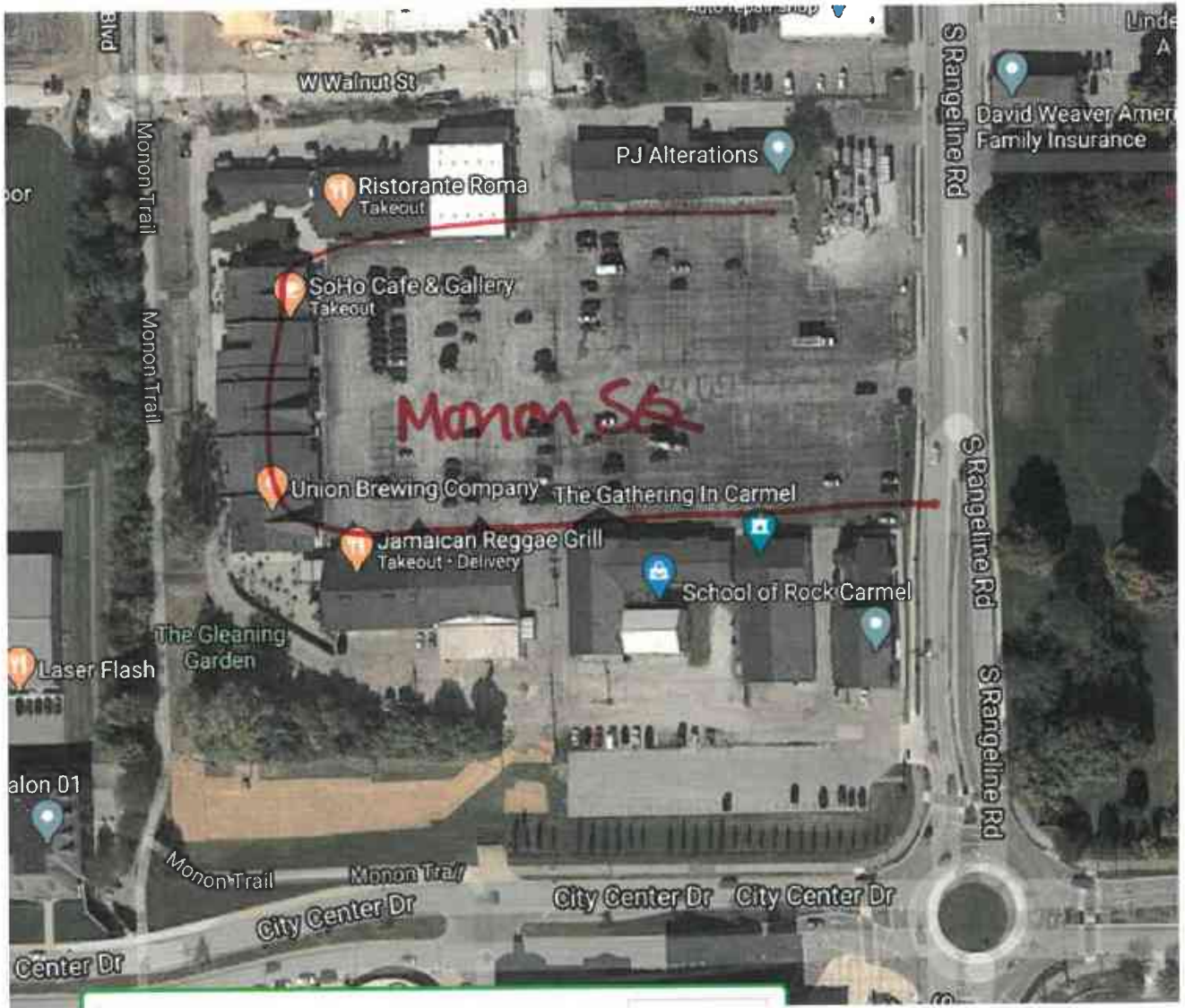
SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

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Carmel Symphony Orchestra
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

760 3rd Ave SW Suite 102, Carmel, IN 46032
Address of Organization/Applicant

8/6/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

JACOB 8/26
BPW 9/2

CRED O'K D'connor / Heck 2 distancing and
CFD OK Sutton CDC guidelines
CPD OK Keith
ENG NA

INFORMATION

(only if needed for street use)

Sent 8/7

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Gates Osborne

Email Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 317-590-7522

Address
Street Address
760 3rd Ave Sw - Suite 102
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country
United States

→ Name/Organization: Carmel Symphony Orchestra

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

→ Event/Use Purpose: Carmel Symphony Orchestra Holiday Spectacular
Monon Square
Drive IN Concert

→ Event Date
11/28/2020

End Date
11/28/2020

Number of People Expected: 250

Set-Up Start time 09:00:00 AM

Tear Down End Time 10:00:00 PM

Event Start time:

07:00:00 PM

Event end time:

08:30:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Carmel Symphony Orchestra Drive IN Concert

\$40 a vehicle

Facemasks and 6ft Social Distancing per vehicle required

Attach additional pages if needed-SEE BELOW

*Social
Distance*

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☒ Other Monon Square

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☒ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☒ TRAFFIC CONTROL
- ☒ ONSITE SECURITY
- ☒ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed
150

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

City of Carmel Stage
Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.
Monon Square Aerial 1b.pdf 528.53KB

Type of Closure:

- ☒ **Rolling closure**
- ☐ **Total closure**
- ☒ **Lane restrictions - explain below**
- ☐ **Other - explain below**
- ☐ **N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure Range Line at Entrance to Monon Square

SECURITY DEPOSIT AND FEE:



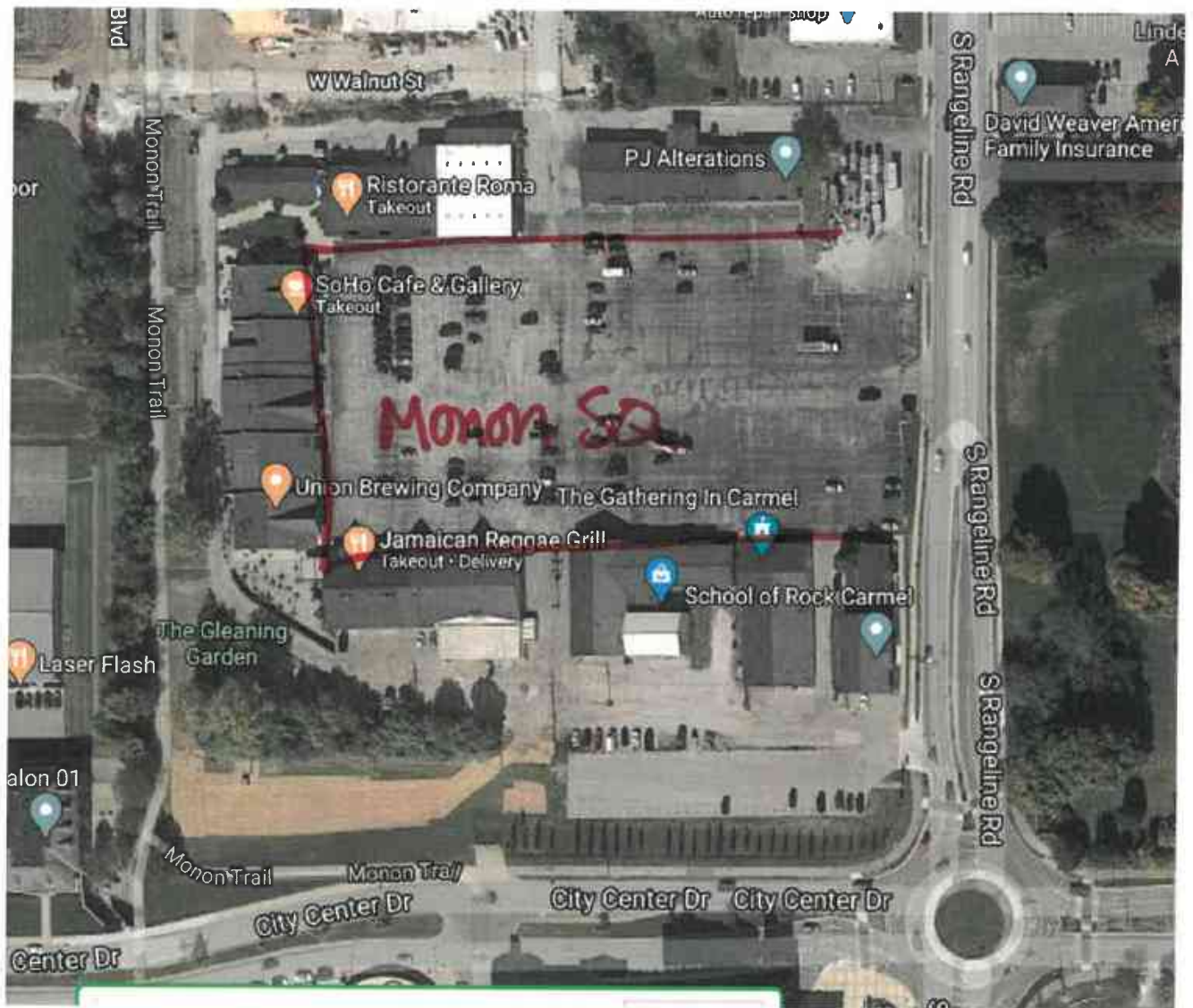
A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

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Mayor's Office

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Carmel Symphony Orchestra
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (if applicable)

760 3rd Ave Sw - Suite 102, Carmel, IN 46032
Address of Organization/Applicant

8/6/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

Deposit

JACOB 9/9
BPW 9/16



CITY OF CARMEL REVIEWED VIA EMAIL

CRED ON O'Connor 9-9-20
CFD OK sunset
CPD OK Keith 8-31-20
ENG NA

INFORMATION

Sent 8-31 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Melissa Farmer

Email melissa@bathjunkiecarmel.com

Phone Number: 3176984155

Cell Number:

Address Street Address
12846 Fleetwood Dr S
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country USA

Name/Organization:

Organization Type:

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Small intimate wedding ceremony, only immediate family.

Event Date
9/26/2020

End Date
9/26/2020

Number of People Expected: 13

Set-Up Start time 02:00:00 PM

Tear Down End Time 04:00:00 PM

Event Start time:
02:30:00 PM

Event end time:
03:30:00 PM

Rehearsal ☒ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event


My son had to post pone his wedding due to Covid-19. Wanting to get married in front of just immediate family.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
-  ☒ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☒ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☐ TRAFFIC CONTROL
- ☐ ONSITE SECURITY
- ☐ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed

3

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☒ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

none

Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☒ Rolling closure
- ☒ Total closure
- ☒ Lane restrictions - explain below
- ☒ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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Melissa Farmer
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

Address of Organization/Applicant

8/30/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL REVIEWED VIA EMAIL

JACOB 9/9
BPW 9/16

CRED OK O'Connor 8-31-20
CFD OK Sutton 9-3-20
CPD OK Keith 8-31-20
ENG WA

INFORMATION

(only if needed for street use)

Sent 8-31

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kaylee coffman

Email kpurcell@carmel.in.gov

Phone Number: 3178474274

Cell Number:

Address

Street Address

one civic square

Address Line 2

City

carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Name/Organization: city of carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

→ Event/Use Purpose: Holiday Movies at Midtown
Every Saturday in November & December

Event Date

11/7/2020

End Date

12/26/2020

Every Saturday November
& December

Number of People Expected: 50

Set-Up Start time 12:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

11:45:00 AM

Event end time:

08:30:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☒ NO

Description of Event:

Provide a brief description of event

Holiday Movies at Midtown Plaza -

Every Saturday in November & December: Novemember 7, 14, 21, 28 & December 5, 12, 19, 26

We will be showing the movies at 4 different times to promote social distancing.
Noon, 2:30, 5:30 & 7.

They will be family friendly!

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☒ MIDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☐ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☐ TRAFFIC CONTROL
- ☐ ONSITE SECURITY
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☐ Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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city of carmel

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kaylee Coffman

Printed Name and Title (If applicable)

one civic square Carmel, IN 46032

Address of Organization/Applicant

8/28/2020

Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

Ramona - Palladium - OK 8-27 JACOB 9/9
Retro BPW BPW 9/16

REVIEWED VIA EMAIL

CRED O'Connor OK 8-31-20
CFD Sutton OK 8-28-20
CPD Keith OK
ENG NA

INFORMATION

Sent 8-27 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kathy Ray, Catering Sales Manager

Email kray@hotelcarmichael.com

Phone Number: 3176881578

Cell Number: 3177718955

Address
Street Address
1 Carmichael Square
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country
USA

Name/Organization: Wedding

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Wedding Ceremony on the patio facing the hotel (East side of the Performing Arts Center)

Event Date
9/6/2020

End Date
9/6/2020

Number of People Expected: 50

Set-Up Start time 01:00:00 PM

Tear Down End Time 05:40:00 PM

Event Start time:

05:00:00 PM

Event end time:

05:30:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Fee of \$300 will be charged by the hotel for set up of chairs only. This is a simple ceremony for 50 people. No floral displays, a speaker with a wireless mic for the officiant.

I can provide additional information, if you wish. This is our first wedding outdoors. Back up space is the hotel ballroom. Reception and Dinner immediately follow the ceremony so guests will exit the ceremony quickly.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☒ Other Paver Patio outside of East Lobby of the Performing Arts Center facing Hotel Carmichael

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☒ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
☐ FOOD SERVED
☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
☐ TRAFFIC CONTROL
☐ ONSITE SECURITY
☐ BARRICADES
☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
☒ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☒ Other

Hotel Carmichael - Chairs only

Name of Merchants(s) doing the setup

3177718955

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- ☐ Rolling closure
 - ☐ Total closure
 - ☐ Lane restrictions - explain below
 - ☐ Other - explain below
 - ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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DISCLAIMER:

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Dixon, Carol

From: Kathy Ray <kray@hotelcarmichael.com>
Sent: Thursday, August 27, 2020 12:58 PM
To: Dixon, Carol
Subject: RE: Wedding Ceremony 9/6/20

**** This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. ****

Hi Carol,

Masks for all guests and Chairs will be placed as follows.

XX XX XX XX

XX XX XX XX

6 feet between couples.

Thanks!!!

Kathy

Social Distance Plan

From: Dixon, Carol <cdixon@carmel.in.gov>
Sent: Thursday, August 27, 2020 12:49 PM
To: Kathy Ray <kray@hotelcarmichael.com>
Subject: RE: Wedding Ceremony 9/6/20

Kathy,
I'm sorry, I forgot to ask – what is the social distancing plan for the wedding set-up?
Thank you!

Carol Dixon
Carmel City Hall
1 Civic Square
Carmel, IN 46032
317.571.2400
cdixon@carmel.in.gov



ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

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Hotel Carmichael
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kathy Ray, Catering Sales Manager
Printed Name and Title (If applicable)

1 Carmichael Square
Carmel, IN 46032
Address of Organization/Applicant

8/27/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED

CFD

CPD

ENG

O'Connor OK 8-31-20

Sutton OK 8-28-20

Keith OK

NA

JACOB 9/9
BPW 9/16

Ramona-Palladium OK

INFORMATION

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kathy Ray, Catering Sales Manager

Email kray@hotelcarmichael.com

Phone Number: 3176881578

Cell Number: 3177718955

Address
Street Address
1 Carmichael Square
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country
USA

Name/Organization: Hotel Carmichael

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Wedding Ceremony on the East Paver Patio of the Performing Arts Center.

Event Date
10/10/2020

End Date
10/10/2020

Number of People Expected: 140

Set-Up Start time 12:00:00 PM

Tear Down End Time 05:30:00 PM

Event Start time:
04:30:00 PM

Event end time:
05:00:00 PM

Rehearsal ☒ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Wedding Ceremony for 140 guests from 4:30 pm - 5:00 pm . Guests will immediately enter Hotel Carmichael after the ceremony for cocktails on the Monon Level of the Hotel.

Set up at Noon or after Farmer's Market and teardown as soon as photos are completed... approximately 5:30 pm.

*Social
distance **

Ceremony social distanced with guests wearing masks. XX XX XX XX
6 feet between each couple set up with center aisle.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☒ Other Center for the Performing Arts East Lobby Paver Patio. Ramona Adams has approved no conflicts.

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
☐ FOOD SERVED
☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
☐ TRAFFIC CONTROL
☐ ONSITE SECURITY
☐ BARRICADES
☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
☒ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☒ Other

Hotel Carmichael will set up 140 white wooden chairs. No other equipment needed.

Name of Merchant(s) doing the setup

3177718955

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

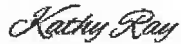
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Hotel Carmichael
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kathy Ray, Catering Sales Manager
Printed Name and Title (If applicable)

Hotel Carmichael
1 Carmichael Square
Carmel, IN 46032
Address of Organization/Applicant

8/27/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 9/9
BPW 9/16

CRED O'Connor OK 8-31-20
CFD OK Sutton 8-28-20
CPD Keith OK 8-31-20
ENG NA

INFORMATION

(only if needed for street use)

Sent 8-28

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kaylee coffman

Email kpurcell@carmel.in.gov

Phone Number: 3178474274

Cell Number: 3178474274

Address
Street Address
one civic square
Address Line 2
City
carmel
Postal / Zip Code
46032

State / Province / Region
Indiana
Country
United States

Name/Organization: city of carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes
☐ No

Event/Use Purpose: Carmel Roundabout Week Celebration.

Event Date
9/21/2020

End Date
9/22/2020

2 day event 9/21 + 9/22

Number of People Expected: 50

Set-Up Start time 11:30:00 AM

Tear Down End Time 07:00:00 PM

Event Start time:

11:45:00 AM

Event end time:

06:30:00 PM

Rehearsal

☐ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Having a small booth at Midtown Plaza for All Things Carmel to sell roundabout merchandise while we show Roundabout video on Midtown Screen. It would be at lunch time and dinner time just like last year. All things carmel representative will wear masks and will be in an open area to ensure social distancing.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☒ MIDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☒ **VENDORS PRESENT**
☐ **FOOD SERVED**
☐ **ALCOHOL SERVED** - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
☐ **N/A**

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ **EMERGENCY MEDICAL SERVICES (EMS)**
☐ **TRAFFIC CONTROL**
☐ **ONSITE SECURITY**
☐ **BARRICADES**
☐ **NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
☐ **N/A**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ **Stage**

Size of Stage

☒ **Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

10X10

Size of Tent (s)

☒ **Bounce House**

☒ **N/A**

☒ **Other**

All Things Carmel

Name of Merchants(s) doing the setup

3178479266

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- ☐ Rolling closure
 - ☐ Total closure
 - ☐ Lane restrictions - explain below
 - ☐ Other - explain below
 - ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

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city of carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kaylee Coffman
Printed Name and Title (If applicable)

one civic square Carmel, IN 46032
Address of Organization/Applicant

8/28/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

Deposit

Retro BPW - Mayor Approved

JACOB 9/9

BPW 9/16



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK O'Connor 8-31-20

CFD OK Sutton 8-28-20

CPD Keith OK 8-31-20

ENG NA

INFORMATION

(only if needed for street use)

Sent 8-28

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Caitlin Vendely

Email cvendely@iuhealth.org

Phone Number: 3174396774

Cell Number: 3174396774

Address

Street Address

11700 North Meridian Street

Address Line 2

Marketing

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Name/Organization: Indiana University Health North Hospital

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: IU Health North Hospital Days of Service Hope Tree Ornaments

Event Date

9/7/2020

End Date

10/5/2020

Number of People Expected: 20

Set-Up Start time

Tear Down End Time

No specific time - ornaments will hang on trees 9-7 to 10-5-20

Event Start time:

Event end time:

Rehearsal ☒ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☐ YES

☒ NO

Description of Event: Provide a brief description of event

IU Health North Hospital staff members are painting ornaments to place on "Hope Trees" in the Carmel community to bring cheer, inspiration, motivation and hope to viewers as part of our annual Days of Service projects. IU Health North staff members will hang approximately 50 ornaments with motivational sayings, quotes, drawings, etc. on the "Hope Trees," which will be located along the Monon Greenway between Main Street in Midtown. Staff members will hang the ornaments throughout the month of September (September 7 - 30) to spread cheer throughout the community. The ornaments ideally will be kept on the trees until October 5 at the earliest.

Attach additional pages if needed-SEE BELOW

ornament1.jpg

401.91KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☒ Other Trees along the Monon Greenway between Main Street in Midtown

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☒ N/A
- ☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
☐ FOOD SERVED
☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
☐ TRAFFIC CONTROL
☐ ONSITE SECURITY
☐ BARRICADES
☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
☒ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- ☐ Rolling closure
 - ☐ Total closure
 - ☐ Lane restrictions - explain below
 - ☐ Other - explain below
 - ☒ N/A

Explain lane restrictions needed and other needed below.

Further Info for type of closure

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Indiana University Health North Hospital
Name of Organization/Applicant

*

Caitlin E Vendely

Signature of Authorized Agent/Applicant

Caitlin E Vendely
Printed Name and Title (If applicable)

11700 North Meridian Street, Carmel, IN 46032
Address of Organization/Applicant

8/28/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R / 6-12) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: JOE FINKAM
7213 DELMONT DRIVE, CARMEL IN 46033
2. Title or Position With Governmental Entity: CITY COUNCIL, NORTHEAST
3. a. Governmental Entity: CITY OF CARMEL, INDIANA
b. County: HAMILTON
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): LAIRE, LLC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
THE CITY OF CARMEL IS PURCHASING IONIZATION DEVICES FOR AIR PURIFICATION. IT IS EXPECTED THAT MULTIPLE DEPARTMENTS MAY BE INTERESTED IN PURCHASING DEVICES. THE INITIAL PURCHASE IS ESTIMATED TO BE \$6000. THE OWNER OF THE COMPANY (45% OWNERSHIP) AND PRESIDENT/CEO IS JOE FINKAM, THE PUBLIC SERVANT'S SPOUSE.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

IT IS UNKNOWN AS TO HOW THIS WILL DIRECTLY
BENEFIT THE PUBLIC SERVANT, OTHER THAN
INCREASED SALES IN THE COMPANY STABILIZES IT
TO OFFSET RISK. IAHRE, LLC WILL NOT COMPENSATE
PUBLIC SERVANT IN ANY CAPACITY.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
 (Title of Officer or Name of Governing Body)

_____ and having the power to appoint
 (Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

SUE FINNAM
 Elected Official

CARMEL CITY COUNCIL
 Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

 Date Submitted (month, day, year)

 Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: [Signature]
 (Signature of Public Servant)

Date: 8/16/20
 (month, day, year)

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



September 8, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: AT&T – WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – SMALL CELL INSTALLATION AND RELATED TRAFFIC RESTRICTIONS

Dear Board Members:

Mr. Stephen Carr, on behalf of AT&T, is requesting approval of a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and associated lane restrictions in order to install wireless support structures for small cell facilities (exhibits attached). The proposed locations are:

- 4148 East Main Street
- 4293 East Main Street
- 14121 Gray Road

The Department of Engineering, in review of the requested waiver, has determined that the request to be valid and recommends approval conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



1 PARTIAL SITE PLAN

SCALE: 1" = 20'



MasTec
Network Solutions
Cell & Infrastructure Group



A 05/13/19 ZONING DRAWINGS
B 05/08/20 REV POLE/EQUIP

CRAN_PWD_NODE_03
IN06666F_J01
4293 E MAIN ST. (E911 ADDRESS)
CARUEL, IN 46033 HAMILTON COUNTY
NEW METAL LIGHT POLE

PROJ # 18-18-05-03 DATE REV. ALL CHD BY MCD

SHEET TITLE
PARTIAL
SITE PLAN

SHEET NUMBER
C-10



1 PARTIAL SITE PLAN



<p>05/13/19 ZONING DRAWINGS 01/06/20 REV. POLE/EQUIP.</p>	
<p>CRAN_RWD_NODE_07 81006677_R02 14103 GRAY RD. (EXIST ADDRESS) CARBELL, IN 46033 HAMILTON COUNTY NEW DECORATIVE LIGHT POLE</p>	
<p>PROJECT: 18-18-10-07 DWG BY: CPA</p>	
<p>SHEET TITLE PARTIAL SITE PLAN SHEET NUMBER C-10</p>	



JAMES BRAINARD, MAYOR

September 8, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: OPEN PAVEMENT CUT – VECTREN – 111th & ILLINOIS

Dear Board Members:

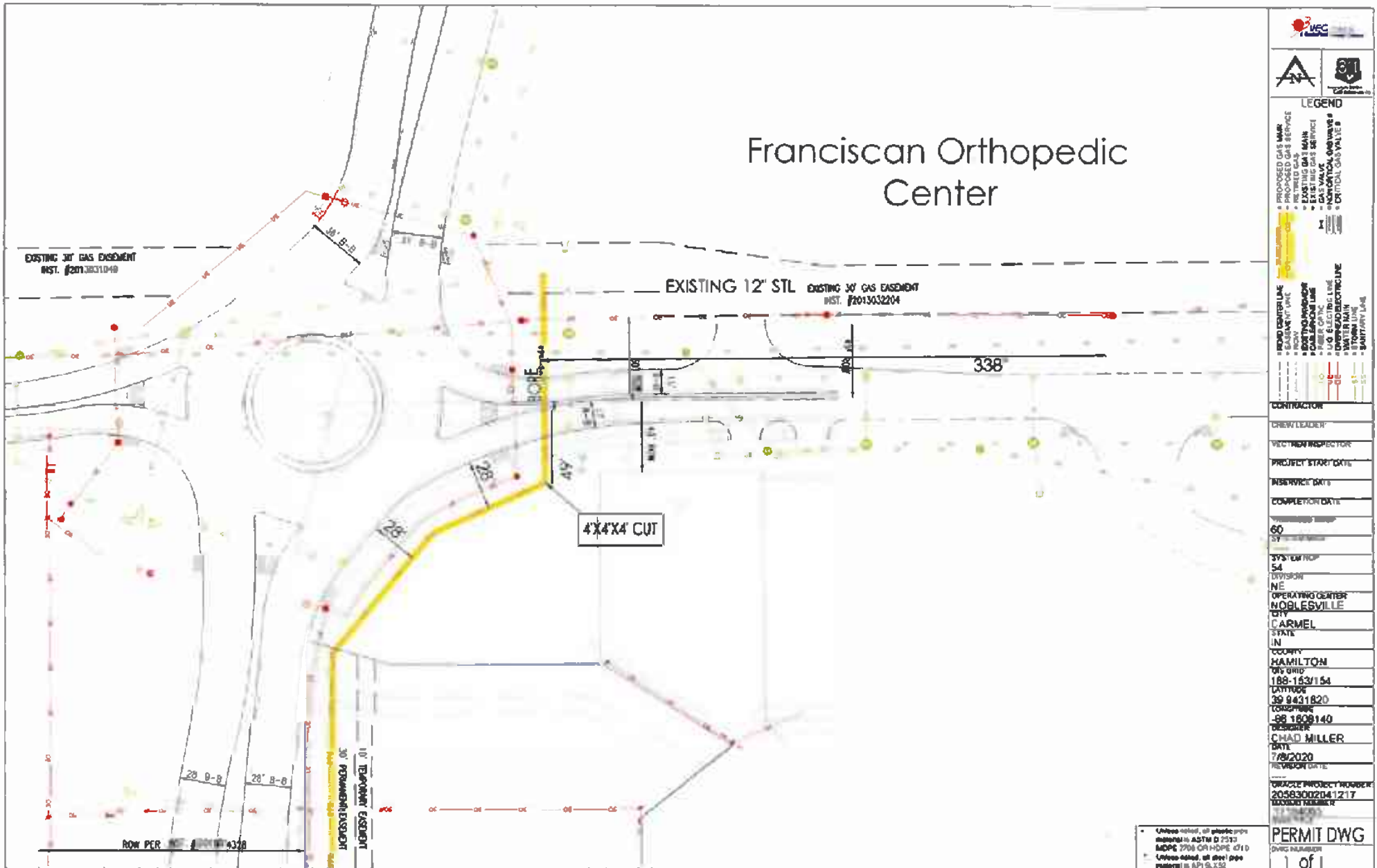
Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for an open pavement cut and related lane restrictions on 111th Street east of the intersection with Illinois Street to install a new service line for the Franciscan Orthopedic Center currently under construction (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer





JAMES BRAINARD, MAYOR

September 8, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY-POLE MAINTENANCE

Dear Board Members:

Ms. Nicole Halbert with Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to perform maintenance on existing utility poles in various locations (exhibits attached). One pole will be removed and replaced near City Center Drive and Lexington Blvd. The remaining work will be replacement of existing pole mounted equipment.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

USP CARMEL 1ST AVE (794) CIRCUIT 1262 (12.47/7.2 KV)
 1) CARMEL 1ST AVE (794) SUBSTATION AT
 410 VETERANS WAY, CARMEL, IN 48032



Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED



Work Zone General Comments :

REMEMBER Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P1
 POLE 280-127
 (TRAFFIC FLAGGING REQUIRED)
 BUILD SIMILAR TO STANDARD DB.10-101
 ROTATE CAP BANK TO OPPOSITE SIDE OF POLE - SOURCE SIDE
 X-ARMS AND AND JUMPERS MUST BE INSTALL ON LOAD SIDE
 REPAIR POLE GROUND

REMOVE
 EXISTING CAPACITOR CONTROL
 (1) 10' X-ARM
 (1) 8' X-ARM
 (3) PRIMARY INSULATORS
 (1) NEUTRAL INSULATOR (FROM X-ARM)
 (1) FUSED CUTOUT (TRANSFORMER)
 -6CUPCS LEAD WIRE
 -SHIPPING JUMPER B/T NEUTRAL BUS AND CAP RACK

INSTALL
 POST CONTROL W/ RISER
 (2) 10' X-ARMS
 (3) LINE SENSOR INSULATORS
 (1) NEUTRAL INSULATOR (ON X-ARM)
 (1) FUSED CUTOUT (TRANSFORMER)
 (1) WILDLIFE GUARDS
 -6CUPCS LEAD WIRE AND NEUTRAL BOND
 -ANTENNA
 -PADLOCK

CLAY TWP

P1
 280-127
 (45-4)
 CAP 400KVAR - ABC

085-706
 (45-2)

558AAC - A,B,C
 4/0AAC - N

301-433
 (45-4)

SOURCE SIDE LOAD SIDE

E 126TH ST / CITY CENTER DR

GREEN HOUSE WAY

OSWEGO RD

PAYNEE RD



Work Order Number	8629414
Customer/Contact	
Contact Phone	
Job Site Address	141 E 126TH ST
City	CARMEL
County	HAMILTON
State, Zip	IN, 48032
Designer	KEVIN MARVE
Designer Phone	317-804-3884
Order #	CARMEL 1ST AVE (794) CIRCUIT 1262
Primary Voltage	12.47/7.2 KV
Panel Requested	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Panel Type/No	CARMEL CITY
Panel Type/No. 2	
Panel Type/No. 3	
Panel Type/No. 4	

OIL SWITCHES AND CUTOUTS BEING
 REPLACED ON WO 35861644



Sheet 1 OF 1
 Scale 1"=100'

USP: CARMEL SOUTHEAST (444) CIRCUIT 1252 (12.47/7 2 kV)

1) CARMEL SOUTHEAST (444) 1252 SUBSTATION LOCATED AT
 11499 GRAY RD. CARMEL, IN 46033



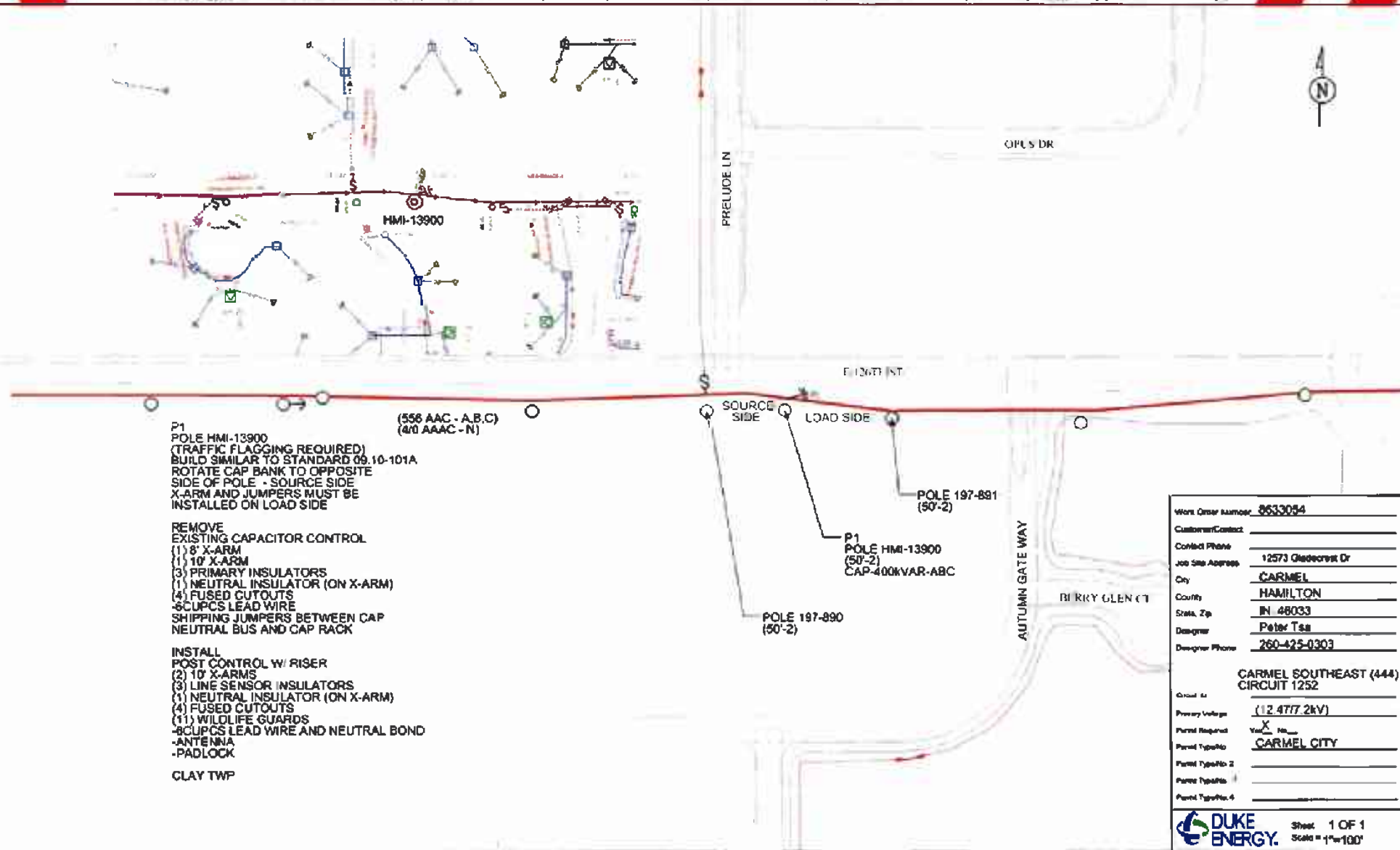
Safety Reminders / Adverse Conditions

TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.





SP CARMEL 1ST AVE (794) CIRCUIT 1262 (IN) 12 477.2 KV
1) CARMEL (794) SUBSTATION, NEAR
410 VETERANS WAY, CARMEL



Safety Reminders / Adverse Conditions
TRAFFIC FLAGGING REQUIRED
TREE TRIMMING



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1
POLE 200-983
(TRAFFIC FLAGGING REQUIRED)
TREE TRIMMING REQUIRED
BUILD SIMILAR TO STANDARD 09.10-101
REPLACE POLE DUE TO CLASS
INSTALL CAPACITOR BANK ON SOURCE
SIDE OF POLE
X-ARMS AND JUMPERS TO BE
TAPPED FROM LOAD SIDE

REMOVE
EXISTING CAPACITOR CONTROL
EXISTING 45 CS POLE W/GND (ONCE
FOREIGN UTILITIES ARE TRANSFERRED)
(2) 10' X-ARM
(3) PRIMARY INSULATORS
(1) NEUTRAL INSULATORS
(1) 1KVA TRANSFORMER
-8CUPCS LEAD WIRES
SHIPPING JUMPER BETWEEN CAP
NEUTRAL BUS AND CAP RACK

INSTALL
POST CONTROL WITH RISER
(1) 45' C4 POLE W/GROUND
(CUT EXISTING POLE FOR JOINT USE)
(2) 10' X-ARM
(1) NEUTRAL INSULATOR (X-ARM)
(3) LINE SENSOR INSULATORS
(1) 1KVA TRANSFORMER
-8CUPCS LEAD WIRE
& NEUTRAL BOND
-ANTENNA
-PADLOCK

TRANSFER
EXISTING 400KVAR-ABC CAP BANK
(4) PLYMER FUSED CUTOUPS

CLAY TWP

Work Order Number	8829415
Customer/Contact	
Contact Phone	
Job Site Address	230 E 126TH ST
City	CARMEL
County	HAMILTON
State, Zip	IN 46032
Designer	Ernest Pascascio
Designer Phone	317-348-4198
Order ID	CARMEL 1ST AVE (794) CIRCUIT 1262 (IN)
Primary Voltage	12.477.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/Class	CARMEL CITY
Permit Type/Class 2	
Permit Type/Class 3	
Permit Type/Class 4	

USP SUBSTATION CARMEL 1ST AVE (794) 1262 (12.47 / 7.2 KV)
1) LOCATED NEAR 580 VETERANS WAY
CARMEL, IN 46032

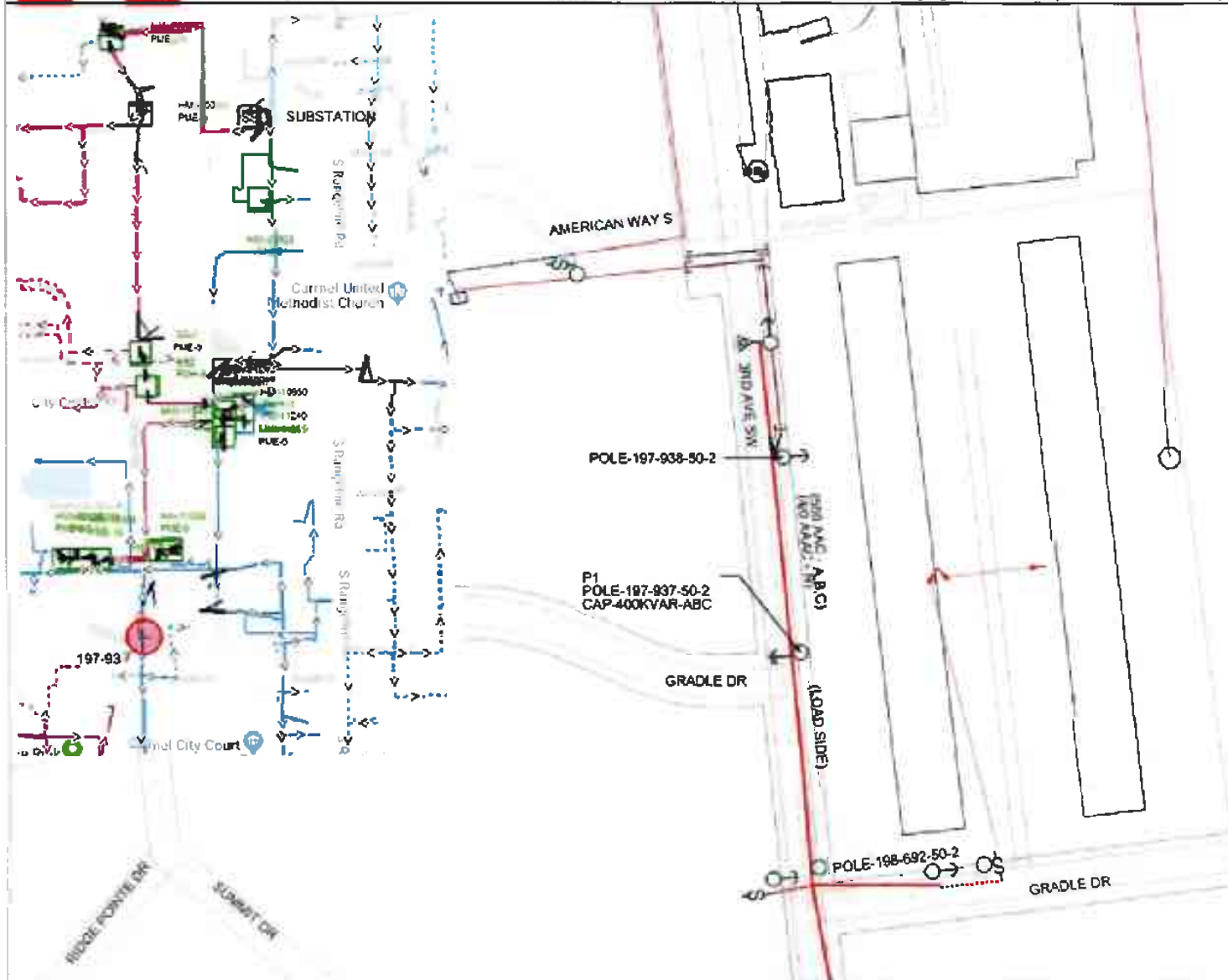


Safety Reminders / Adverse Conditions
7: TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1
POLE 197-937
(TRAFFIC FLAGGING REQUIRED)
BUILD TO STANDARD 9.10-101A

REMOVE:
EXISTING CAPACITOR CONTROL
(1) 8" X-ARM
(3) PRIMARY INSULATORS
(4) FUSED CUTOUPS
(3) ARRESTERS FROM X-ARM
-SCUPCS LEAD WIRE
SHIPPING JUMPER (IF NECESSARY)

INSTALL:
POST CONTROL W/ RISER
(1) 8" X-ARM
(3) LINE SENSOR INSULATORS
(4) FUSED CUTOUPS
(4) ARRESTERS ON RACK
(1) WILDLIFE GUARDS
-SCUPCS LEAD WIRE AND NEUTRAL BOND
-ANTENNA
-PADLOCK

TOWNSHIP: CLAY

Work Order Number	8829416
Customer Contact	
Contact Phone	
Job Site Address	906 3rd Ave SW
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Morgan Ortiz
Designer Phone	317-771-9124
Contract ID	CARMEL 1ST AVE (794) CIRCUIT 1262
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes
Permit Type/No.	CARMEL CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

USP: CARMEL 1ST AVE (794) CIRCUIT 1263 (12.47/7.2KV)
 1) CARMEL 1ST AVE (794) SUBSTATION, 410 VETERANS WAY
 CARMEL, IN, 46032

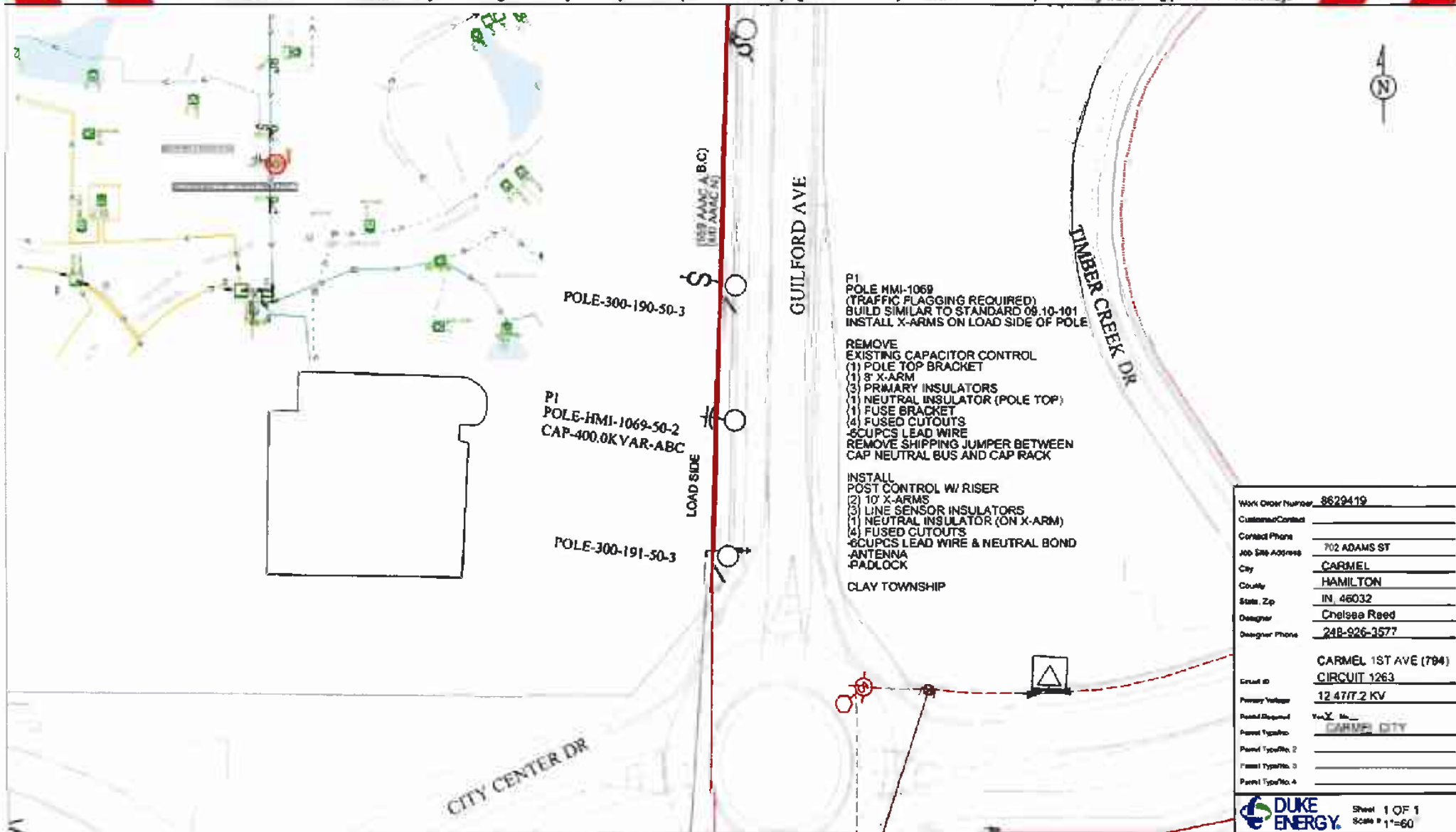


Safety Reminders / Adverse Conditions
 ? : TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1
 POLE HMI-1069
 (TRAFFIC FLAGGING REQUIRED)
 BUILD SIMILAR TO STANDARD 09-10-101
 INSTALL X-ARMS ON LOAD SIDE OF POLE

REMOVE
 EXISTING CAPACITOR CONTROL
 (1) POLE TOP BRACKET
 (1) 8' X-ARM
 (3) PRIMARY INSULATORS
 (1) NEUTRAL INSULATOR (POLE TOP)
 (1) FUSE BRACKET
 (4) FUSED CUTOUTS
 -6CUPCS LEAD WIRE
 REMOVE SHIPPING JUMPER BETWEEN
 CAP NEUTRAL BUS AND CAP RACK

INSTALL
 POST CONTROL W/ RISER
 (2) 10' X-ARMS
 (3) LINE SENSOR INSULATORS
 (1) NEUTRAL INSULATOR (ON X-ARM)
 (4) FUSED CUTOUTS
 -6CUPCS LEAD WIRE & NEUTRAL BOND
 -ANTENNA
 -PADLOCK

CLAY TOWNSHIP

Work Order Number	8629419
Customer/Contract	
Contact Phone	
Job Site Address	702 ADAMS ST
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Chelsea Reed
Designer Phone	248-926-3577
Contract ID	CARMEL 1ST AVE (794) CIRCUIT 1263
Primary Voltage	12.47/7.2 KV
Panel Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Panel Type/No.	CARMEL CITY
Panel Type/No. 2	
Panel Type/No. 3	
Panel Type/No. 4	

USP: CARMEL 1ST AVE (794) CIRCUIT 1263 (IN) [12 47/7 2 KV]
 1) CARMEL (794) SUBSTATION, NEAR
 410 VETERANS WAY, CARMEL



Safety Reminders / Adverse Conditions
 7. TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

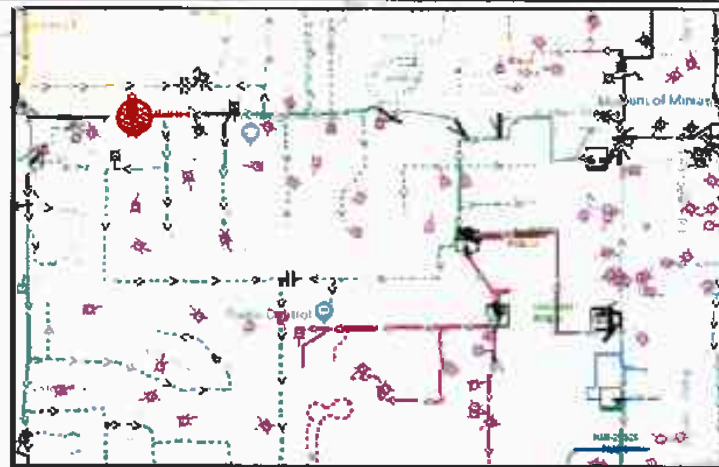
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P1
 POLE 055-219
 (TRAFFIC FLAGGING REQUIRED)
 BUILD SIMILAR TO STANDARD 09 10-101
 ROTATE CAP BANK TO OPPOSITE SIDE
 OF POLE- SOURCE SIDE
 X-ARMS AND JUMPERS MUST BE
 INSTALLED
 ON LOAD SIDE

REMOVE
 EXISTING CAPACITOR CONTROL
 (1) 10" X-ARM
 (1) 0" X-ARM
 (3) PRIMARY INSULATORS (FROM X-ARM
 (1) NEUTRAL INSEULATOR
 (FROM POLE TOP)
 (4) FUSED CUTOUTS
 SCUPCS LEAD WIRES
 REMOVE SHIPPING JUMPER BETWEEN
 CAP NEUTRAL BUS AND CAP RACK

INSTALL
 POST CONTROL W/ RISER
 (2) 10" X-ARMS
 (3) LINE SENSOR INSULATORS
 (ON X-ARM)
 (1) NEUTRAL INSULATOR (ON X-ARM)
 (4) FUSED CUTOUTS
 SCUPCS LEAD WIRE & NEUTRAL BOND
 -ANTENNA
 -PADLOCK

CLAY TWP



LOAD SIDE
 (569 AAC ABC & 4/0 AAC N)

POLE-055-218-45-4

P1
 POLE-055-219-45-4
 CAP-400-A,B,C

POLE-055-220-45-5



Work Order Number	8629424
Customer Contact	
Contact Phone	
Job Site Address	794 Main St W
City	CARMEL
County	HAMILTON
State, Zip	IN 46032
Designer	Ernest Pascascio
Designer Phone	317-348-4188
Project ID	CARMEL 1ST AVE (794) CIRCUIT 1263 (IN)
Primary Voltage	12.47/7.2 KV
Panel Brand	TECO
Panel Type/Size	CARMEL CITY
Panel Type/Size	
Panel Type/Size	
Panel Type/Size	



Sheet 1 OF 1
 Scale = 1"=100'

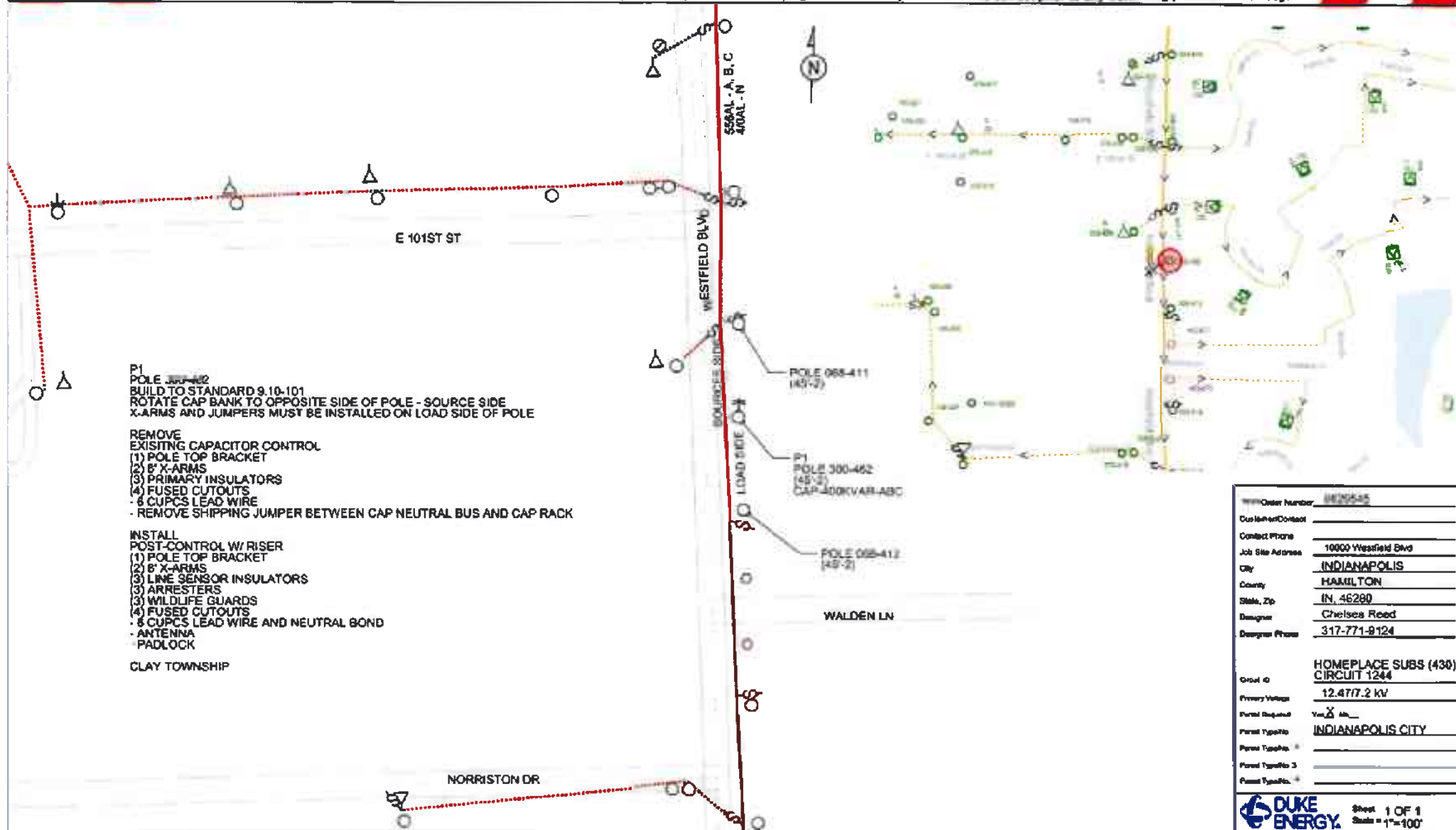
USP HOMEPLACE (430), CIRCUIT 1244 (12.47/7.2 Kv)
 1) RECLOSER ON POLE LOCATED AT
 10649 E WESTFIELD BLVD, INDIANAPOLIS, IN
 2) HOMEPLACE (430) SUBSTATION LOCATED AT
 1330 E 111TH ST, CARMEL, IN



Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED
 LIMITED ACCESS

Work Zone General Comments
 POLE IS LOCATED 150' SOUTH FROM THE INTERSECTION
 OF WESTFIELD BLVD AND E 101ST ST

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1
 POLE 300-462
 BUILD TO STANDARD 9.10-101
 ROTATE CAP BANK TO OPPOSITE SIDE OF POLE - SOURCE SIDE
 X-ARMS AND JUMPERS MUST BE INSTALLED ON LOAD SIDE OF POLE

REMOVE
 EXISTING CAPACITOR CONTROL
 (1) POLE TOP BRACKET
 (2) 8' X-ARMS
 (3) PRIMARY INSULATORS
 (4) FUSED CUTOUTS
 - 6 CUPCS LEAD WIRE
 - REMOVE SHIPPING JUMPER BETWEEN CAP NEUTRAL BUS AND CAP RACK

INSTALL
 POST-CONTROL W/ RISER
 (1) POLE TOP BRACKET
 (2) 8' X-ARMS
 (3) LINE SENSOR INSULATORS
 (3) ARRESTERS
 (3) WILDLIFE GUARDS
 (4) FUSED CUTOUTS
 - 6 CUPCS LEAD WIRE AND NEUTRAL BOND
 - ANTENNA
 - PADLOCK

CLAY TOWNSHIP

Order Number	0820545
Customer/Contact	
Contact Phone	
Job Site Address	10000 Westfield Blvd
City	INDIANAPOLIS
County	HAMILTON
State, Zip	IN, 46280
Designer	Chelsea Reed
Designer Phone	317-771-8124
Order ID	HOMEPLACE SUBS (430) CIRCUIT 1244
Primary Voltage	12.47/7.2 KV
Panel Requested	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Panel Type/No	INDIANAPOLIS CITY
Panel Type/No	
Panel Type/No 3	
Panel Type/No	

USP SUBSTATION
 CIRCUIT HOMEPLACE (430) 1244 (12.47/7.2 KV)
 1) LOCATED NEAR 1328 E 111TH ST,
 INDIANAPOLIS, IN 46280

USP RECLOSER
 2) LOCATED AT 10555 WESTFIELD BLVD, INDIANAPOLIS, IN 46280

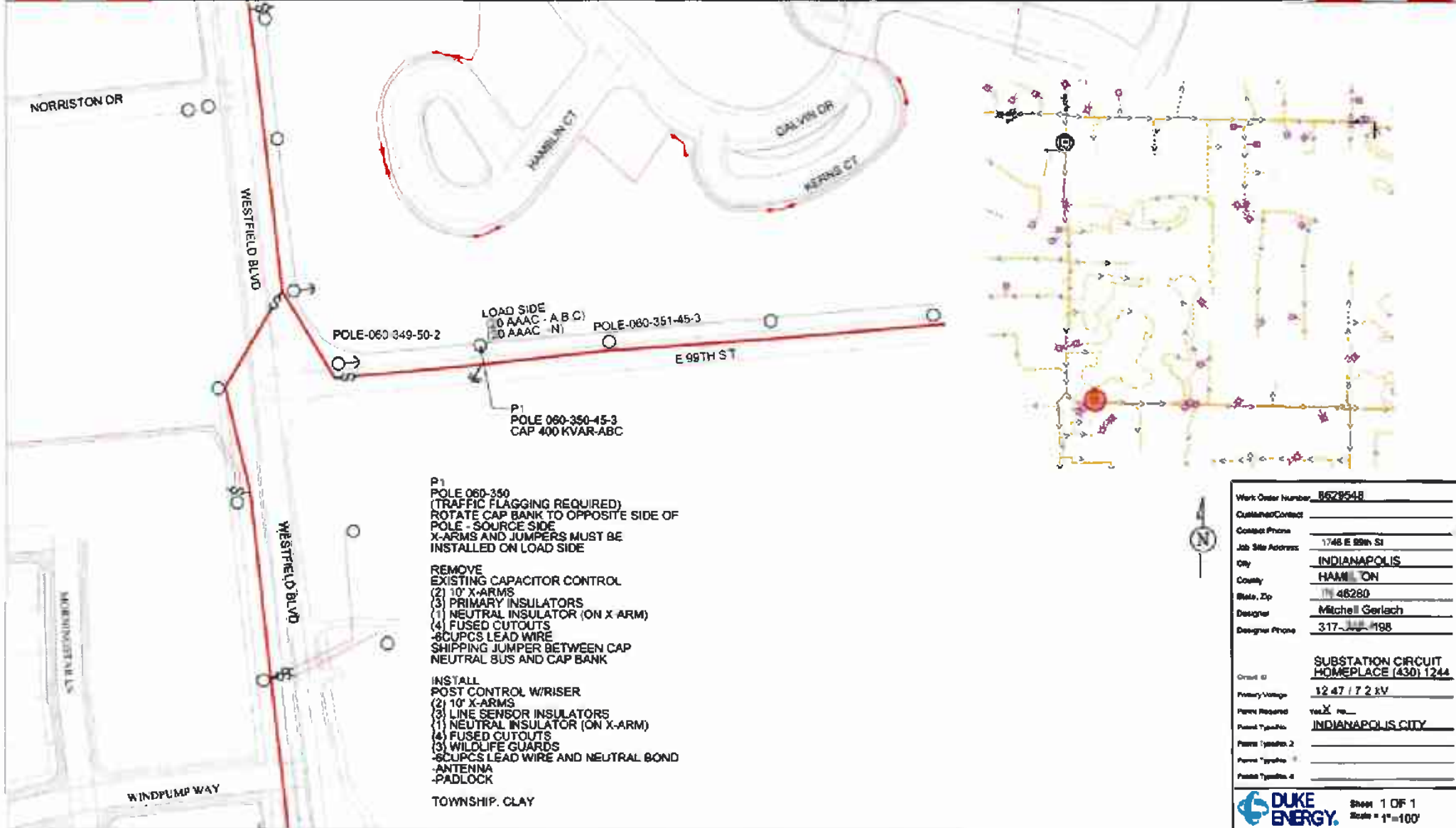


Safety Reminders / Adverse Conditions
 ? - TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	8528548
Customer/Contract	
Contact Phone	
Job Site Address	1746 E 99th St
City	INDIANAPOLIS
County	HAMILTON
State, Zip	IN 46280
Designer	Mitchell Gerlach
Designer Phone	317-444-1988
Circuit ID	SUBSTATION CIRCUIT HOMEPLACE (430) 1244
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	INDIANAPOLIS CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



JAMES BRAINARD, MAYOR

March 13, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: OPEN PAVEMENT CUT & LANE RESTRICTIONS – VARIOUS LOCATIONS

Dear Board Members:

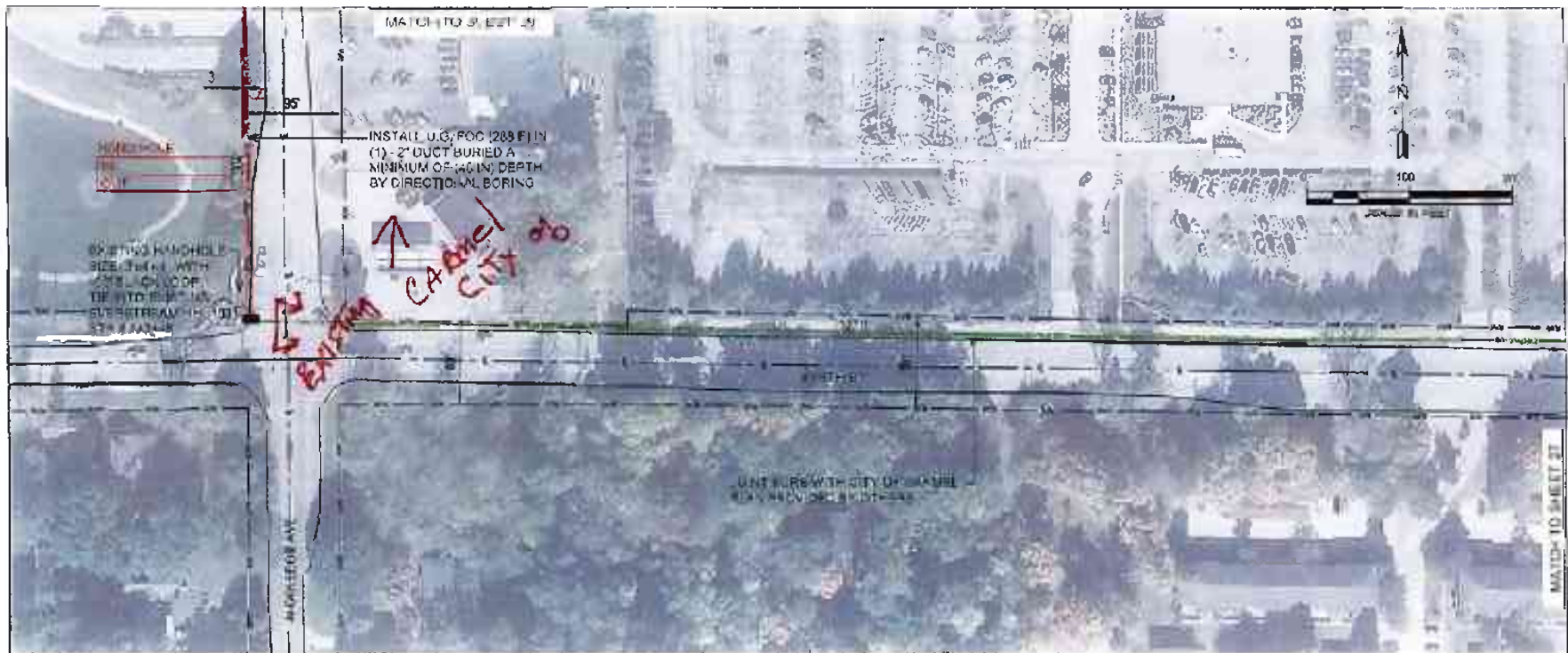
Mr. Brian Busick with Lineal Contracting, on behalf of Everstream, is requesting approval for lane restrictions and open pavement cuts to spot existing utilities as needed to facilitate installation of new conduit in various locations (exhibit attached). Everstream is constructing a fiber optic ring to provide internet and telecommunications services to businesses in Carmel. Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area
- Access to all adjoining properties shall be maintained at all times.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



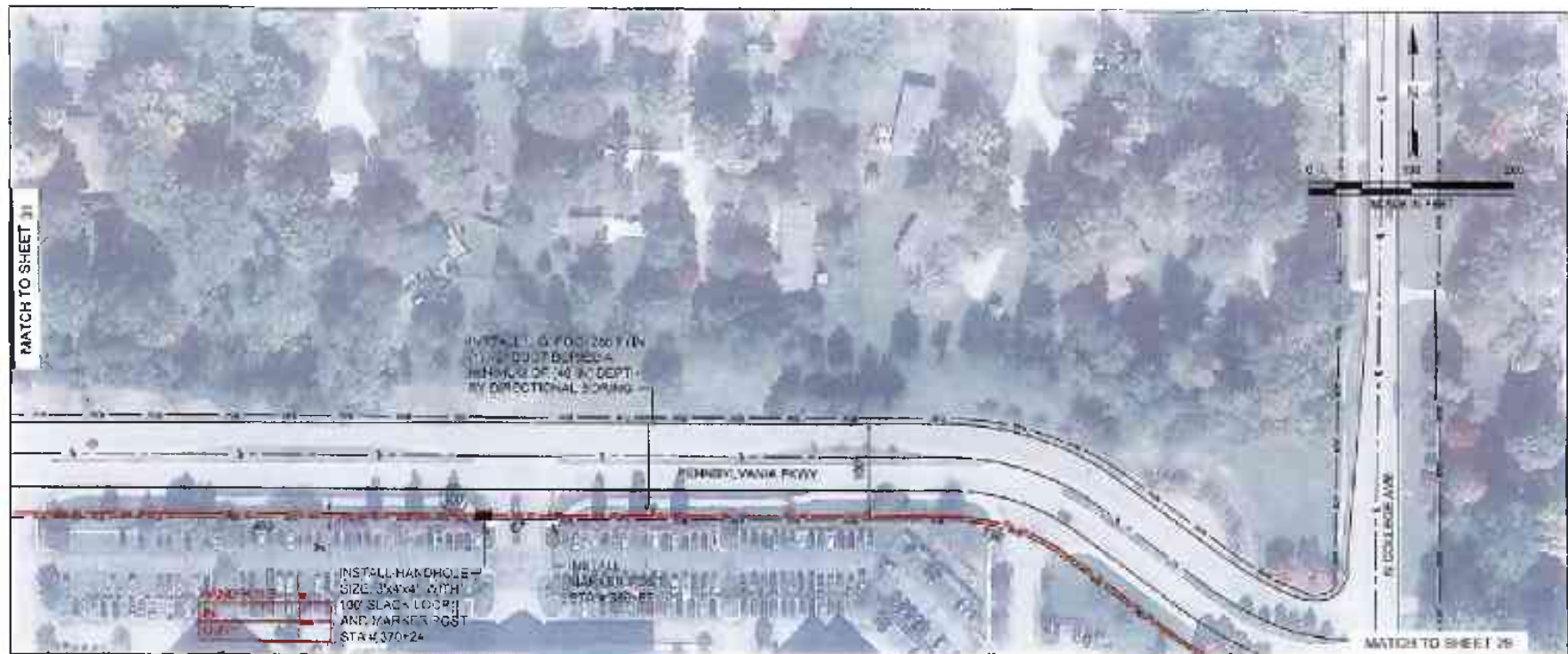
CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE UNLESS OTHERWISE SPECIFIED

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/INNERDUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS

DRAWN BY: Max Orman		DATE DRAWN: 07/27/2021	CLIENT EVERSTREAM
APPROVED BY: John Pondleton			
REV	DATE	DESCRIPTION	TITLE IMP # 13390 INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 28 OF 41



CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/PIPE/PRODUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS.

DRAWN BY: Max Olsman		DATE DRAWN: 07/2/2020	CLIENT EVERSTREAM
APPROVED BY: John Pendleton			
REV	DATE	DESCRIPTION	TITLE IMP # 13380 - INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 30 OF 41



CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/INNERDUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS.

DRAWN BY: Max Dighton		DATE DRAWN: 07/22/2020	CLIENT EVERSTREAM
APPROVED BY: John Pordition			
REV	DATE	DESCRIPTION	TITLE MP # 13390 : INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 31 OF 41



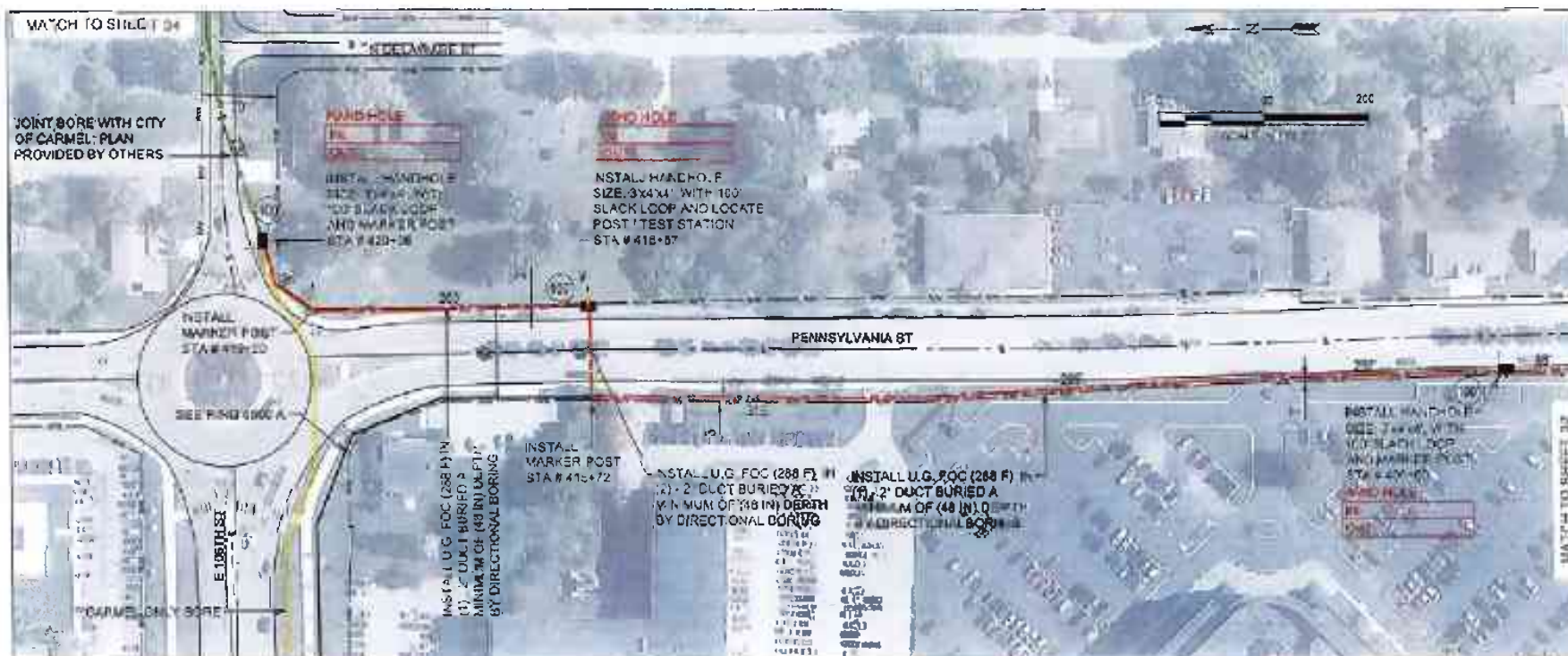
CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/INNERDUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS

DRAWN BY: Max Deman		DATE DRAWN: 07/2/2020	CLIENT EVERSTREAM
APPROVED BY: John Ponderton			
REV	DATE	DESCRIPTION	TITLE MP # 13390 - INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 32 OF 40



CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT INNER DUCT SHALL BE BURIED AT A DEPTH OF 60" (IN) WITH A MINIMUM DEPTH OF 48" (IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS.

DRAWN BY: Max Dieman		DATE DRAWN: 07/2/2020	CLIENT EVERSTREAM
APPROVED BY: John Pennington			
REV	DATE	DESCRIPTION	TITLE IMP # 13390 : INDY RING - 1080 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 33 OF 40



CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/UNDERDUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS.

DRAWN BY: Max Dempe		DATE DRAWN: 07/2/2020		CLIENT	
APPROVED BY: John Pendleton				EVERSTREAM	
REV	DATE	DESCRIPTION			
		TITLE		IMP # 13390 : INDY RING - 1000 D	
				N Keystone Ave to Westfield Blvd.	
				CARMEL, INDIANA	
				PLAN 35 OF 40	



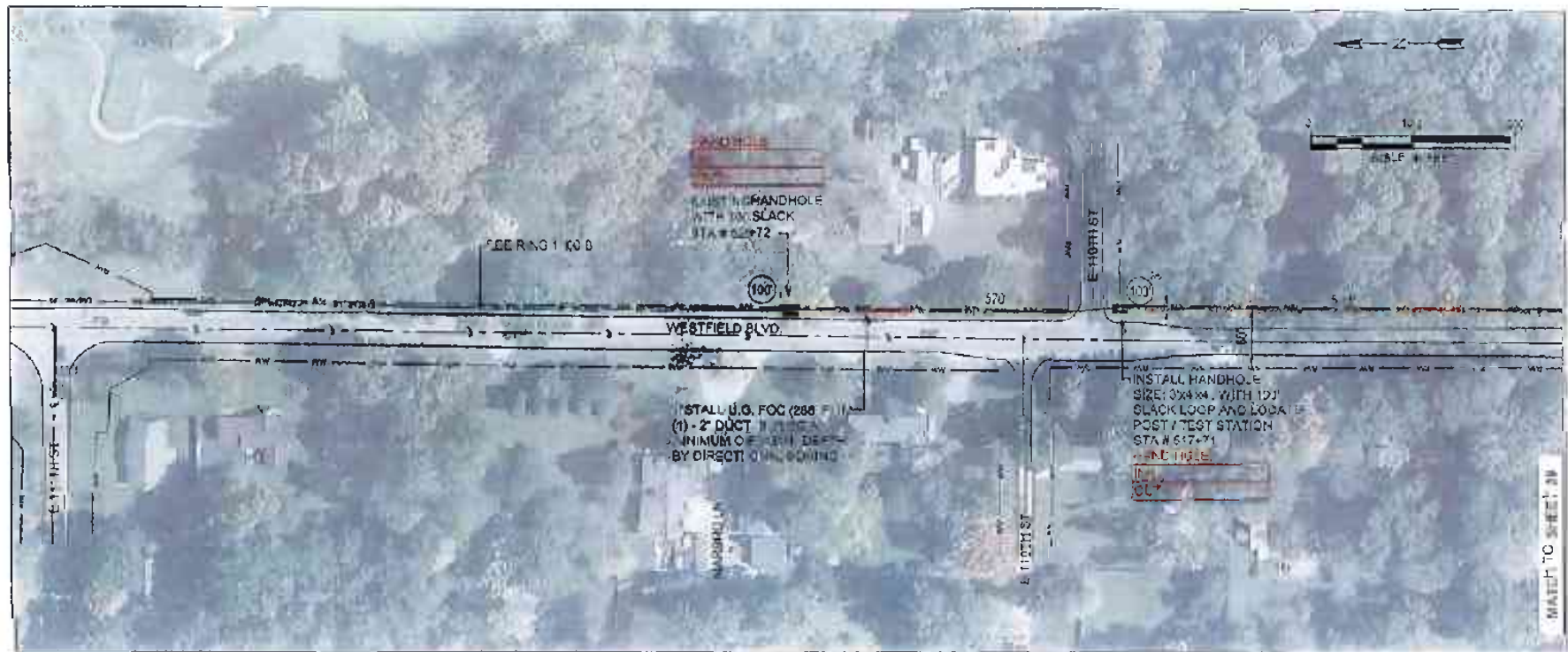
CONSTRUCTION NOTES

1. CONTRACTOR SHALL RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM VARIOUS PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT (PVC OR HDPE) SHALL BE BURIED AT A DEPTH OF 60"(1M) WITH A MINIMUM DEPTH OF 48"(1.2M).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT OF WAYS.

DRAWN BY: Max Damon		DATE DRAWN: 07/2/2020	CLIENT EVERSTREAM
APPROVED BY: John Pondoleto			
REV	DATE	DESCRIPTION	TITLE IMP # 13390 - INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 39 OF 40



CONSTRUCTION NOTES

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE UNLESS OTHERWISE SPECIFIED.

CONDUIT PLACEMENT NOTES

1. ALL CONDUIT/INNER DUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN).
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS.

DRAWN BY: Max Deaton		DATE DRAWN: 07/2/2020	CLIENT EVERSTREAM
APPROVED BY: John Pendleton			
REV	DATE	DESCRIPTION	TITLE
			IMP # 13390 INDY RING - 1000 D N Keystone Ave to Westfield Blvd. CARMEL, INDIANA
			PLAN 40 OF 40



September 9, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – IPL-EAST 126TH STREET

Dear Board Members:

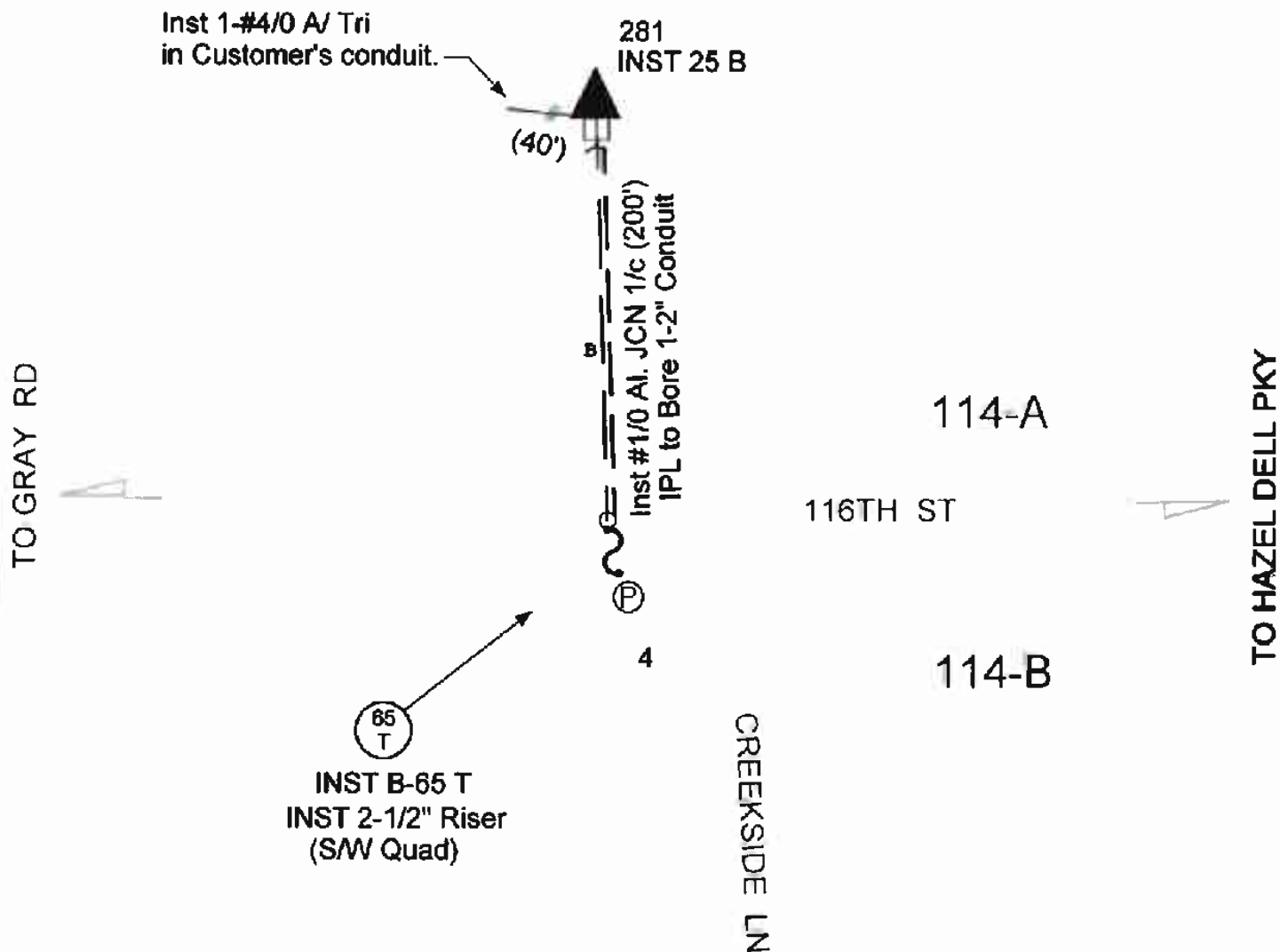
Tom Wroblewski with IPL is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to install a riser on an existing utility pole and bore a new service line to Flowing Well Park (exhibit attached). No new poles or aerial service lines will be added as part of this project.


The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a){1}, 6-227(a){8} and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



 an AES company ENGINEERING DEPARTMENT SPANS: WR NO. 545279	JOB NAME: FLOWING WELL PARK			ELECT.: DAVID		765-729-2266		
	LOCATION: 5100 E. 116TH ST.			SCHEDULER: JOE BARKER		317-261-3481		
	CIRCUIT DATA				DESIGNED BY: Tom Wroblewski			
	PRIMARY			TRANS.	PHONE: 317-261-5238			
	NAME			CIRCUIT	SWS	CIRCUIT	CELL: 317-997-4772	
	RIVER ROAD NO. 10			3110	731	SECT. NO. 114-A 114-B	TAX UNIT 185	DATE 9/9/2020 PRINT NO. 1 OF 1
	DUS22.01.32.0643							

Property of IPL - CONFIDENTIAL - CELL Protected Document - Do Not Disseminate

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JAMES BRAINARD, MAYOR

September 9, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: ALLEY CLOSURE, OPEN PAVEMENT CUT- 516 2nd AVE NE

Dear Board Members:

Mr. Zach Splitz with Elevation Excavation, Inc. is requesting approval of an alley closure and open pavement cuts for the retirement and installation of utilities for a new residence at 516 2nd Ave NE (exhibit attached).

The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the alley. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



ELEVATION EXCAVATION
1132 South Range Line Road
Carmel, IN 46032
317-816-3149 Fax: 317-846-0217

Caleb Warner
City of Carmel
1 Jefferson Square
Carmel IN. 46032

9/9/2020

Dear Caleb,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed alley cut and full alley closure at 516 2nd Avenue NE in downtown Carmel. The work is to be performed for Old Town Development and is for the installation of water utilities to the proposed construction. The existing water service line abandonment, new live tap and installation of the new water line to R-W line will require a full alley closure (approx. 6-8 hours). I have included a layout of the proposed work and a traffic control plan for the alley closure for reference.

Thanks

Zach Spitz
Elevation Excavation Inc.

Hamilton County, Indiana

516 2nd Avenue NE



September 9, 2020

 Parcel Boundary (public)



- proposed alley cut for
water line abandonment, new line
tap, and new water line installation
(alley closed for duration of water line work)

1:300
0 0.0025 0.005 0.01 mi
0 0.004 0.008 0.016 km

TRAFFIC CONTROL PLAN

Hamilton County, Indiana

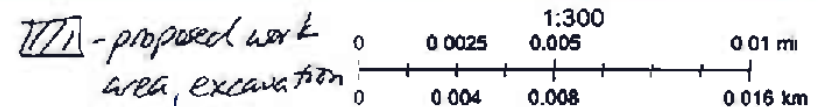
516 2nd Avenue NE

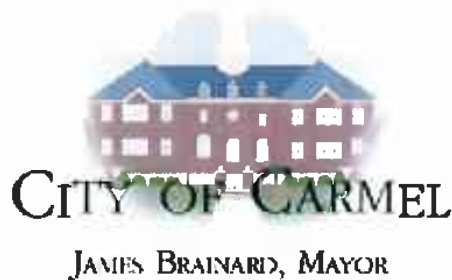


September 9, 2020

Parcel Boundary (public)

Road closed signs
①-alley





September 9, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: ALLEY CLOSURE, OPEN PAVEMENT CUT- 401 1ST AVE NE

Dear Board Members:

Mr. Zach Spitz with Elevation Excavation, Inc. is requesting approval of an alley closure and open pavement cuts for the retirement and installation of utilities for a new residence at 401 1st Ave NE (exhibit attached).

The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the alley. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



ELEVATION EXCAVATION

1132 South Range Line Road

Carmel, IN 46032

317-816-3149 Fax: 317-846-0217

Caleb Warner
City of Carmel
1 Jefferson Square
Carmel IN. 46032

9/9/2020

Dear Caleb,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed alley cut and full alley closure at 401 1st Avenue NE in downtown Carmel. The work is to be performed for Old Town Development and is for the installation of water utilities to the proposed construction. The existing water service line abandonment, new live tap and installation of the new water line to R-W line will require a full alley closure (approx. 6-8 hours). I have included a layout of the proposed work and a traffic control plan for the alley closure for reference.

Thanks

Zach Spitz
Elevation Excavation Inc.


Hamilton County, Indiana

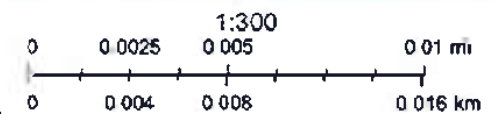
401 1st Avenue NE



September 9, 2020

 Parcel Boundary (public)

 - proposed work area
(full alley closure for
duration of water line
work)



TRAFFIC CONTROL PLAN

Hamilton County, Indiana

401 1st Avenue NE



September 9, 2020

☐ Parcel Boundary (public)

① - Road closed signs
or
Attey

② - area of proposed
water line excavation





September 9, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: ALLEY CLOSURE, OPEN PAVEMENT CUT- 120 1ST AVE NW

Dear Board Members:

Mr. Zach Spitz with Elevation Excavation, Inc. is requesting approval of an alley closure and open pavement cuts for the retirement and installation of utilities for a new residence at 120 1st Ave NW (exhibit attached).

The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the alley. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



ELEVATION EXCAVATION
1132 South Range Line Road
Carmel, IN 46032
317-816-3149 Fax: 317-846-0217

Caleb Warner
City of Carmel
1 Jefferson Square
Carmel IN. 46032

9/9/2020

Dear Caleb,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed alley cut and full alley closure at 120 1st Avenue NW in downtown Carmel. The work is to be performed for Old Town Development and is for the installation of water utilities to the proposed construction. The existing water service line abandonment, new live tap and installation of the new water line to R-W line will require a full alley closure (approx. 6-8 hours). I have included a layout of the proposed work and a traffic control plan for the road closure for reference.

Thanks


Zach Spitz
Elevation Excavation Inc.

Hamilton County, Indiana



September 9, 2020

 Parcel Boundary (public)

 - proposed alley cut for existing water line abandonment, new line tap, new water line installation.
(Full alley closure for duration of work)

1:300
0 0.0025 0.005 0.01 mi
0 0.004 0.008 0.016 km

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

Author: Hamilton County

TRAFFIC CONTROL PLAN

Hamilton County, Indiana

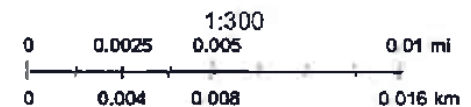


September 9, 2020

 Parcel Boundary (public)

⑦ - Road Closed Signs
or
Atkey

Ⓩ - Proposed excavation location





September 9, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: RIGHT OF WAY DEDICATION - 101 4TH AVE SE - CARMEL ELEMENTARY

Dear Board Members:

Mr. Jacob Bower with the Skillman Corporation, on behalf of the property owners of the above referenced address, has requested the Board approve the Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank Carmel Clay Schools for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

THIS INDENTURE WITNESSETH:

That Carmel 2002 School Building Corporation

(Jointly and individually the "Grantor"), the fee simple owner(s) of the following described real property ("Property") described in attached Exhibits A, incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The person executing this Dedication & Deed of Public Rights-of-Way on behalf of a party hereto represents that he/she has the authority to bind that party to the terms and conditions set forth herein and that all necessary action therefore has been taken.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Instrument on the 14th day of May, 2020.

"GRANTOR"

By:


(Authorized Signature)

Roger McMichael, Associate Superintendent
(Printed Name and Title)

STATE OF INDIANA }
COUNTY OF Hamilton }

Before me, the undersigned NOTARY PUBLIC in and for said County and State, personally appeared the above and acknowledged executing the foregoing Dedication and Deed of Public Right-of-Way.

Witness my hand and Notarial Seal this 14th day of May, 2020.

Joyce Elaine Myers
Notary Public

Joyce Elaine Myers
Notary Public (printed)



MY COMMISSION EXPIRES: July 8, 2023

COUNTY OF RESIDENCE: Hamilton

Grantee's Tax Mailing Address: City of Carmel, One Civic Square, Carmel, IN 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Douglas C. Haney

Instrument prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, Indiana 46032.

EXECUTED AND DELIVERED in my presence:

Jacob Bower
Witness Signature

Jacob Bower
Witness Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jacob Bower, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jacob Bower in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 3rd day of September, 2020

Brenda C. Tumey
NOTARY PUBLIC
My Commission Expires:

6/17/25

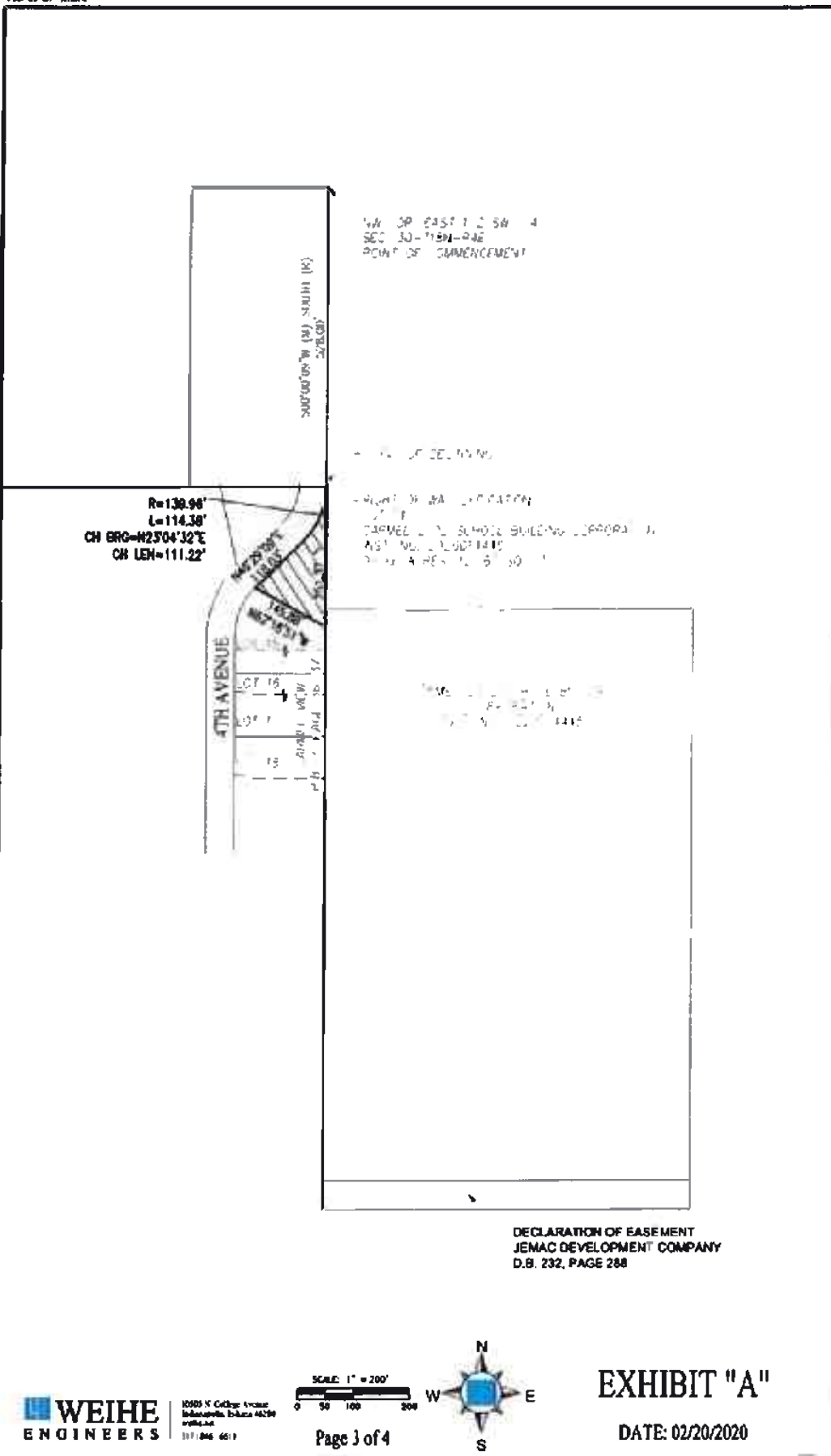
Brenda C Tumey
Printed Name
My County of Residence: Marion





PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, CLAY TOWNSHIP IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 746.74 FEET TO THE NORTHWEST CORNER OF DEED RECORD 164, PAGE 346 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY AND ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID DEED RECORD 164, PAGE 346, 56.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST 56 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 1050.00 FEET TO THE NORTH LINE OF CONCORD VILLAGE FOURTH SECTION AS RECORDED IN PLAT BOOK 3, PAGE 130; THENCE SOUTH 89 DEGREES 45 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE, 56.00 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 09 SECONDS ALONG SAID WEST LINE, 1050.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.35 ACRES, MORE OR LESS.



LOT 14, CARMEL VIEW, AS RECORDED IN PLAT BOOK 2, PAGE 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, CLAY TOWNSHIP IN HAMILTON COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST (BEARING BASIS IS INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE) ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 528.00 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED CARMEL VIEW, LOT 14 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 09 SECONDS WEST 251.37 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 14; THENCE NORTH 62 DEGREES 18 MINUTES 51 SECONDS WEST 145.88 FEET TO THE EASTERN RIGHT OF WAY LINE OF 4TH AVENUE, THE FOLLOWING TWO (2) CALLS BEING ALONG SAID RIGHT OF WAY; 1) THENCE NORTH 48 DEGREES 29 MINUTES 09 SECONDS EAST 118.03 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 139.98 FEET; 2) THENCE NORTHEASTWARDLY ALONG SAID CURVE A DISTANCE OF 114.38 FEET, HAVING A CHORD THAT BEARS NORTH 23 DEGREES 04 MINUTES 32 SECONDS EAST 111.22 FEET TO THE POINT OF BEGINNING. CONTAINING 0.29 ACRES, MORE OR LESS, (12,767 SQUARE FEET).



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

EXECUTED AND DELIVERED by each of the foregoing signatories on behalf of the Board of Public Works and Safety in my presence:

Witness Signature

Witness Printed Name



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

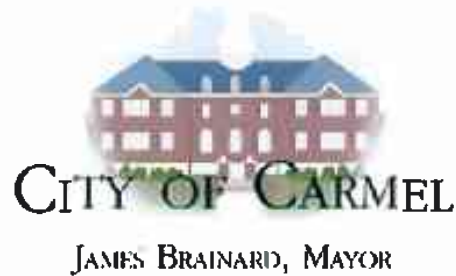
Before me, a Notary Public in and for said County and State, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____ in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:

Printed Name
My County of Residence: _____

Instrument prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, Indiana 46032



September 8, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

**RE: BELLEVUE TOWNHOMES—116TH STREET & COLLEGE AVE.- STORMWATER TECHNICAL STANDARDS
WAIVER**

Dear Board Members:

Mr. Matt Maple with HWC Engineering is requesting a waiver from the Stormwater Technical Standards Manual in association with the proposed Bellevue Townhomes project located at the southwest corner of 116th St. and College Ave.

The following variance is requested:

A Waiver Request is submitted for the City of Carmel Stormwater Technical Standard Section 501.01 which requires there should be a minimum of 2.5 feet of cover along any part of a pipe from final pavement elevation to the top of the pipe. The tie-in invert for the pond has an elevation that controls elevations for the entire site. The top of casting and invert for these structures is needed to make the necessary drainage flow to the pond, and also keep the north entrance slope in compliance with City standards. The structures that do not meet this standard are structure numbers 130, & 131. These structures have approximately 2.0 feet of cover.

The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



JAMES BRAINARD, MAYOR

August 26, 2020

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: CARMEL MEDICAL ARTS PAVILLION – SECONDARY PLAT

Dear Board Members:

Brad Schrage with Structurepoint has requested the plat of the Carmel Medical Arts Pavillion be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

RESOLUTION BPW 09-16-20-02

**A RESOLUTION SETTING 2021 CITY AND PARTICIPANT CONTRIBUTION
RATES FOR THE CITY OF CARMEL EMPLOYEE HEALTH BENEFIT PLAN**

WHEREAS, the City of Carmel operates the City of Carmel Employee Health Benefit Plan (the “Plan”) to provide medical and dental benefits for its employees and retirees; and

WHEREAS, the Board of Public Works and Safety, as Plan Administrator, is responsible for ensuring adequate current and reserve funding for the Plan; and

WHEREAS, the primary source of revenue for the Plan consists of bi-weekly employer and participant contributions; and

WHEREAS, it is imperative for Plan revenues to correspond with anticipated expenses; and

WHEREAS, the City wishes to encourage employees to enroll in the consumer-driven health care plan.

NOW, THEREFORE, BE IT RESOLVED by the Carmel Board of Public Works and Safety as follows:

Effective January 1, 2021, health insurance contribution rates for the City and for its Active Employees will be as stated on Attachment A, for Common Council Members as stated on Attachment B, for Retirees as stated on Attachment C and for COBRA participants as stated on Attachment D, all incorporated herein by this reference.

BE IT FURTHER RESOLVED that participants who meet the stated requirements will be eligible for the incentive described below:

1. The City will make a bi-weekly contribution into the Health Savings Account (HSA) of an Active Employee or Common Council Member who is eligible for an HSA, in the following amounts:

- a. \$23.08 for employee only coverage
- b. \$30.77 for employee/spouse or employee child(ren) coverage
- c. \$38.47 for family coverage

All City HSA contributions in 2021 shall be deposited to employee accounts at Indiana Members Credit Union.

A Retiree who elects to enroll in Plan A shall receive an equivalent amount by check, half in February and half in August.

Insurance Rate Resolution

The HSA contribution amount will change if and when the participant's level of coverage changes, and contributions will cease if coverage is cancelled or, in the case of an Active Employee or a Common Council Member, if the employment relationship is terminated.

PASSED by the Board of Public Works and Safety of the City of Carmel, Indiana, this ____ day of _____, 2020, by a vote of _____ ayes and _____ nays.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Board Member

Date: _____

Lori Watson, Board Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Insurance Rate Resolution

Attachment A

ACTIVE EMPLOYEES

2021 BI-WEEKLY HEALTH INSURANCE RATES

SURCHARGES AND DISCOUNTS MAY BE APPLIED TO THE RATES BELOW

Plan A (HDHP)

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$334.00	\$285.00	85%	\$49.00	15%
Employee/Spouse	\$772.00	\$660.00	85%	\$112.00	15%
Employee/Child(ren)	\$708.00	\$605.00	85%	\$103.00	15%
Employee/Family	\$1,158.00	\$990.00	85%	\$168.00	15%

Plan B (PPO)

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$393.00	\$316.00	80%	\$77.00	20%
Employee/Spouse	\$908.00	\$730.00	80%	\$178.00	20%
Employee/Child(ren)	\$834.00	\$671.00	80%	\$163.00	20%
Employee/Family	\$1,362.00	\$1,096.00	80%	\$266.00	20%

Dental

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$28.00	\$21.00	75%	\$7.00	25%
Employee/Spouse	\$52.00	\$39.00	75%	\$13.00	25%
Employee/Child(ren)	\$48.00	\$36.00	75%	\$12.00	25%
Employee/Family	\$72.00	\$54.00	75%	\$18.00	25%

Insurance Rate Resolution

Attachment B

COMMON COUNCIL MEMBERS
2021 BI-WEEKLY HEALTH INSURANCE RATES
SURCHARGES AND DISCOUNTS MAY BE APPLIED TO THE RATES BELOW

Plan A (HDHP)

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$334.00	\$252.00	75%	\$82.00	25%
Employee/Spouse	\$772.00	\$582.00	75%	\$190.00	25%
Employee/Child(ren)	\$708.00	\$534.00	75%	\$174.00	25%
Employee/Family	\$1,158.00	\$874.00	75%	\$284.00	25%

Plan B (PPO)

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$393.00	\$296.00	75%	\$97.00	25%
Employee/Spouse	\$908.00	\$685.00	75%	\$223.00	25%
Employee/Child(ren)	\$834.00	\$629.00	75%	\$205.00	25%
Employee/Family	\$1,362.00	\$1,028.00	75%	\$334.00	25%

Dental

	Total Premium	City Portion	City %	Employee Portion	Employee %
Employee Only	\$28.00	\$21.00	75%	\$7.00	25%
Employee/Spouse	\$52.00	\$39.00	75%	\$13.00	25%
Employee/Child(ren)	\$48.00	\$36.00	75%	\$12.00	25%
Employee/Family	\$72.00	\$54.00	75%	\$18.00	25%

Insurance Rate Resolution

Attachment C

RETIREES

2021 MONTHLY HEALTH INSURANCE RATES
SURCHARGES AND DISCOUNTS MAY BE APPLIED TO THE RATES BELOW

Plan A (HDHP)

	Total Premium	City Portion	City %	Retiree Portion	Retiree %
Employee Only	\$724.00	\$0.00	0%	\$724.00	100%
Employee/Spouse	\$1,673.00	\$0.00	0%	\$1,673.00	100%
Employee/Child(ren)	\$1,534.00	\$0.00	0%	\$1,534.00	100%
Employee/Family	\$2,509.00	\$0.00	0%	\$2,509.00	100%

Plan B (PPO)

	Total Premium	City Portion	City %	Retiree Portion	Retiree %
Employee Only	\$852.00	\$0.00	0%	\$852.00	100%
Employee/Spouse	\$1,967.00	\$0.00	0%	\$1,967.00	100%
Employee/Child(ren)	\$1,807.00	\$0.00	0%	\$1,807.00	100%
Employee/Family	\$2,951.00	\$0.00	0%	\$2,951.00	100%

Dental

	Total Premium	City Portion	City %	Retiree Portion	Retiree %
Employee Only	\$61.00	\$0.00	0%	\$61.00	100%
Employee/Spouse	\$113.00	\$0.00	0%	\$113.00	100%
Employee/Child(ren)	\$104.00	\$0.00	0%	\$104.00	100%
Employee/Family	\$156.00	\$0.00	0%	\$156.00	100%

Insurance Rate Resolution

Attachment D

COBRA

2021 MONTHLY HEALTH INSURANCE RATES
SURCHARGES AND DISCOUNTS MAY BE APPLIED TO THE RATES BELOW

Plan A (HDHP)

	Total Premium	City Portion	City %	Participant Portion	Retiree %
Employee Only	\$738.00	\$0.00	0%	\$738.00	100%
Employee/Spouse	\$1,706.00	\$0.00	0%	\$1,706.00	100%
Employee/Child(ren)	\$1,565.00	\$0.00	0%	\$1,565.00	100%
Employee/Family	\$2,559.00	\$0.00	0%	\$2,559.00	100%

Plan B (PPO)

	Total Premium	City Portion	City %	Participant Portion	Retiree %
Employee Only	\$869.00	\$0.00	0%	\$869.00	100%
Employee/Spouse	\$2,006.00	\$0.00	0%	\$2,006.00	100%
Employee/Child(ren)	\$1,843.00	\$0.00	0%	\$1,843.00	100%
Employee/Family	\$3,010.00	\$0.00	0%	\$3,010.00	100%

Dental

	Total Premium	City Portion	City %	Participant Portion	Retiree %
Employee Only	\$62.00	\$0.00	0%	\$62.00	100%
Employee/Spouse	\$115.00	\$0.00	0%	\$115.00	100%
Employee/Child(ren)	\$106.00	\$0.00	0%	\$106.00	100%
Employee/Family	\$159.00	\$0.00	0%	\$159.00	100%